
A

**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS**

ISSUED BY

**THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)**

ISSUED TO

**BYRON CENTER CHARTER SCHOOL
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

BYRON CENTER CHARTER SCHOOL

AS A

PUBLIC SCHOOL ACADEMY

**DATED:
JULY 1, 2013**

GENERAL INDEX

Contract Schedules

- Schedule 1: University Board Resolutions
 - Method of Selection Resolution, dated February 12, 2013
 - Authorization Resolution, dated February 12, 2013
- Schedule 2: Articles of Incorporation
- Schedule 3: Bylaws
- Schedule 4: Fiscal Agent Agreement
- Schedule 5: Master Calendar of Reporting Requirements (MCRR)
- Schedule 6: Information To Be Provided By Academy and Educational Management Company
- Schedule 7: Academy Specific Information & Educational Program
 - Schedule 7-1: Educational Goals and Programs
 - Schedule 7-2: Curriculum
 - Schedule 7-3: Staff Responsibilities
 - Schedule 7-4: Methods of Accountability and Pupil Assessment
 - Schedule 7-5: Academy's Admission Policies and Criteria
 - Schedule 7-6: School Calendar and School Day Schedule
 - Schedule 7-7: Age/Grade Range of Pupils Enrolled
 - Schedule 7-8: Address and Description of Proposed Physical Plant; Lease or Deed for Proposed Site; and Occupancy Certificate

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section

Section 1.1	Certain Definitions.....	1
Section 1.2	Schedules	3
Section 1.3	Statutory Definitions.....	3
Section 1.4	Application.....	3
Section 1.5	Conflicting Contract Provisions.....	3

ARTICLE II

ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1	University Board Resolutions	4
Section 2.2	Method for Monitoring Academy's Compliance With Applicable Law and Performance of its Targeted Educational Outcomes.....	4
Section 2.3	University Board Administrative Fee	5
Section 2.4	University Board as Fiscal Agent for the Academy	5
Section 2.5	Authorization of Employment	5
Section 2.6	Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University	6
Section 2.7	Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University	6
Section 2.8	Authorizing Body Contract Authorization Process	6

ARTICLE III

REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

Section 3.1	Governmental Agency or Entity and Political Subdivision.....	7
Section 3.2	Other Permitted Activities	7

ARTICLE IV

PURPOSE

Section 4.1	Academy's Purpose	7
-------------	-------------------------	---

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1	Articles of Incorporation.....	7
Section 5.2	Bylaws.....	7

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1	Governance Structure.....	8
Section 6.2	Contributions and Fund Raising	8
Section 6.3	Educational Goals and Programs	8
Section 6.4	Curriculum	8
Section 6.5	Methods of Accountability	8
Section 6.6	Staff Responsibilities	9
Section 6.7	Admission Policy	9
Section 6.8	School Calendar/School Day Schedule	9
Section 6.9	Age/Grade Range of Pupils Enrolled.....	9
Section 6.10	Annual Financial Audit.....	9
Section 6.11	Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations.....	9
Section 6.12	Accounting Standards	10
Section 6.13	Placement of University Student Interns	10
Section 6.14	Disqualified Organizational or Contractual Affiliations.....	10
Section 6.15	Matriculation Agreements	11
Section 6.16	Posting of Adequate Yearly Progress (AYP) and Accreditation Status	11

ARTICLE VII

TUITION PROHIBITED

Section 7.1	Tuition Prohibited: Fees and Expenses.....	11
-------------	--	----

ARTICLE VIII

COMPLIANCE WITH PART 6A OF CODE AND OTHER LAWS

Section 8.1	Compliance with Part 6a of Code	11
Section 8.2	Compliance with State School Aid Act	11
Section 8.3	Open Meetings Act	11
Section 8.4	Freedom of Information Act	11
Section 8.5	Public Employees Relations Act.....	12
Section 8.6	Prevailing Wage on State Contracts	12
Section 8.7	Uniform Budgeting and Accounting Act.....	12
Section 8.8	Revised Municipal Finance Act of 2001	12
Section 8.9	Non-discrimination	12

Section 8.10	Other State Laws	12
Section 8.11	Federal Laws	12

ARTICLE IX

AMENDMENT

Section 9.1	Process for Amending the Contract	12
Section 9.2	Process for Amending Academy Articles of Incorporation.....	13
Section 9.3	Process for Amending Academy Bylaws	13
Section 9.4	Change in Existing Law	13

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1	Grounds and Procedures for Academy Termination of Contract	13
Section 10.2	Termination by University Board	14
Section 10.3	Contract Suspension.....	15
Section 10.4	Statutory Grounds for Revocation	15
Section 10.5	Other Grounds for University Board Revocation	16
Section 10.6	University Board Procedures for Revoking Contract	17
Section 10.7	Automatic Revocation by State of Michigan.....	19
Section 10.8	Material Breach of Contract.....	20
Section 10.9	Appointment of Conservator/Trustee	20

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1	Grand Valley State University Faculty Employment in the Academy	21
Section 11.2	The Academy Faculty Appointment to Grand Valley State University Faculty.....	21
Section 11.3	Student Conduct and Discipline.....	21
Section 11.4	Insurance	21
Section 11.5	Transportation	22
Section 11.6	Extracurricular Activities and Interscholastic Sports	22
Section 11.7	Legal Liabilities and Covenants Not to Sue	22
Section 11.8	Lease or Deed for Proposed Single Site(s)	23
Section 11.9	Occupancy and Safety Certificates	23
Section 11.10	Deposit of Public Funds by the Academy.....	23
Section 11.11	Educational Service Provider Agreements	23
Section 11.12	Required Provisions for Educational Service Provider Agreements	23
Section 11.13	Incompatible Public Offices and Conflicts of Interest Statutes	24
Section 11.14	Certain Familial Relationships Prohibited	25
Section 11.15	Dual Employment Positions Prohibited.....	25

Section 11.16	Oath of Public Office	25
Section 11.17	Information Available to the Public and University	25
Section 11.18	Authorizing Body Invitation to Apply to Convert Academy to School of Excellence	25

ARTICLE XIII

GENERAL TERMS

Section 12.1	Notices	26
Section 12.2	Severability	26
Section 12.3	Successors and Assigns.....	26
Section 12.4	Entire Contract.....	26
Section 12.5	Assignment	26
Section 12.6	Non-Waiver.....	27
Section 12.7	Indemnification	27
Section 12.8	Construction.....	27
Section 12.9	Force Majeure	27
Section 12.10	No Third Party Rights.....	27
Section 12.11	Non-agency	27
Section 12.12	Governing Law	28
Section 12.13	Counterparts.....	28
Section 12.14	Term of Contract.....	28
Section 12.15	Survival of Provisions.....	29
Section 12.16	Termination of Responsibilities.....	29
Section 12.17	Disposition of Academy Assets Upon Termination or Revocation of Contract.....	29

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Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to Byron Center Charter School (the “Academy”), to be effective July 1, 2013, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies.
- d) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- e) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- g) **Charter School** means public school academy.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- i) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.
- j) **Educational Service Provider or “ESP”** means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that

has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.

- k) **Fund Balance Deficit** means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- l) **Management Agreement or ESP Agreement** means an agreement as defined under section 503c of the Code, MCL 380.503c that has been entered into between an ESP and the Academy Board for operation and/or management of the Academy, which has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.
- m) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Charter Schools Office may amend the MCRR each fiscal year or at other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- n) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of members, qualification of Board Academy members and other pertinent provisions relating to the Academy Board.
- o) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.
- p) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.

- q) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- r) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.841 *et seq.*
- s) **University Board** means the Grand Valley State University Board of Trustees.
- t) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- u) **University Charter Schools Office** or **CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact for public school academy applicants and public school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- v) **University Charter Schools Office Director** or **CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.
- w) **University President** means the President of Grand Valley State University or his or her designee.

Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.5. Conflicting Contract Provisions. In the event that there is a conflict between the language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

(a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution, which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection Resolution. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.

(b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.
- b) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- c) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- d) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections

shall occur during the Academy's hours of operation and after advance notice to the Academy.

- e) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- f) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- g) The Academy shall provide the University Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.
- h) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.

Section 2.3. University Board Administrative Fee. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 2.4. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall, within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.5. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the University Charter Schools

Office for review. The University Charter Schools Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No ESP agreement shall be effective unless and until the agreement complies with Section 11.12 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.7. Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.14 without any further action of either the Academy or the University Board. Prior to the end of the Contract term, the University Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at anytime, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract,

consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

ARTICLE III

REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental agency or entity and political subdivision.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 and Section 6.15 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

ARTICLE IV

PURPOSE

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent changes to the Academy's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Articles of Incorporation. Unless amended pursuant to Section 9.2 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.2. Bylaws. Unless amended pursuant to Section 9.3 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President and the Academy.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified and contained in the Schedules. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. Such goals and programs may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions. Upon request, the Academy shall provide the University Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s).

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.1 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment objectives.

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;

- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.5 Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the ESP agreement shall be included in the Schedules.

Section 6.7. Admission Policy. The Academy shall comply with all application, enrollment and admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the University Charter Schools Office that demonstrates the following:

- a) the Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- b) the Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic school year no later than July 1st. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Kindergarten through Twelfth grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual financial statement audit and auditor's management letter to the Charter Schools Office in accordance with the MCRR. The Academy Board shall provide to the Charter Schools Office a copy of any responses to the auditor's management letter in accordance with the MCRR.

Section 6.11. Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations. The proposed address and physical plant description of the

Academy's proposed site or sites is set forth in Schedule 7-8. Following Academy Board and University Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 7-8 are under the direction and control of the Academy Board.

The University Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the University Charter Schools Office an application for site expansion, in a form or manner determined by the University Charter Schools Office. The application for site expansion shall include all information requested by the University Charter Schools Office, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedules 7-8. Upon receipt of a complete application for site expansion, the University Charter Schools Office shall review the application for site expansion and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the University Charter Schools Office of the application for site expansion shall include a determination by the Charter Schools Office that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request following submission by the University Charter Schools Office of a positive recommendation.

If the University Board approves the Academy Board's site expansion request, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject, or approve any application for site expansion in its sole and absolute discretion.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with Applicable Law.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this

Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the University Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be added to the Schedules through a contract amendment approved in accordance with the Contract. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.16. Posting of Adequate Yearly Progress (AYP) and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

ARTICLE VII

TUITION PROHIBITED

Section 7.1. Tuition Prohibited: Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by law.

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6a of the Code. The Academy shall comply with Part 6a of the Code.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.3. Open Meetings Act. Pursuant to Section 503(6)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Section 503(6)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate

a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. Pursuant to Section 503(6)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to section 1351a(4) or section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1, 5.1 and 6.11, the University Board delegates to its University President

the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.2. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Restated Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon approval by the President or Designee of the University after review and recommendation by the University's Legal Counsel. Upon University approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Restated Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Restated Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or for other reasons, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Restated Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Labor and Economic Growth.

Section 9.3. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the Academy Board's Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.3.

Section 9.4. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing laws as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy

Board shall notify the CSO Director in writing of the request for the termination of the Contract not less than ten (10) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the ten (10) month requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.2. Termination by University Board. The University Board may terminate this Contract before the end of the Contract Term as follows:

(a) Termination Without Cause. Except as otherwise provided in subsections (b), (c) or (d), the University Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than ten (10) calendar months from the date of the University Board's resolution approving such termination. The Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

(i) the issuance of an order by the Superintendent of Public Instruction, pursuant to Section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer; or

(ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.

(c) Automatic Termination Caused By Placement of Academy in State School Reform / Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/Redesign School District pursuant to Section 1280c of the Code, then the University Board may terminate this Contract at the end of the current school year.

(d) Automatic Termination For Failure to Satisfy Requirements During the Initial Term of Contract. If the Academy fails to satisfy the requirements set forth in Section 12.14 during the initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

Section 10.3. Contract Suspension. The University Board's process for suspending the Contract is as follows:

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; or (iv) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.
- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract may be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (i).

Section 10.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.7, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

- a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in this Contract;
- b) Failure of the Academy to comply with all Applicable Law;
- c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5. Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.7, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services, without first obtaining University Board approval;
- e) The University Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University Board in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;
- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board; or
- h) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management

agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.11 of the Terms and Conditions.

Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.7 or the termination of Contract by the University Board in Section 10.2, the University Board's process for revoking the Contract is as follows:

- a) Notice of Intent to Revoke. The CSO Director or other University representative, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.

- d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Obligation. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board of directors or a conservator/trustee to take over operations of the Academy. The University Charter Schools Office shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.
- e) Request for Revocation Hearing. The CSO Director or other University representative may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
- i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
 - ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
 - iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
 - iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
 - v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
 - vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
 - vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The CSO Director or other University representative shall send a copy of the Request for Revocation Hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The Request for Revocation Hearing shall identify the reasons for revoking the Contract.

- f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a

recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director or other University Representative. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

- g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.
- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board, but no later than the last day of the Academy's current academic year.
- i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be held by the University Board and returned to the Michigan Department of Treasury.
- j) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.7. Automatic Revocation by State of Michigan. If the University Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6a of the Code (“State’s Automatic Closure Notice”), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the Academy’s authority to operate certain age and grade levels at the site or sites identified in the State’s Automatic Closure Notice. If the State’s Automatic Closure Notice includes all of the Academy’s existing sites, then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the University Board or the Academy. The University Board’s revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State’s Automatic Closure Notice, the University Charter Schools Office shall forward a copy of the State’s Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy’s plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy’s existing sites are included in the State’s Automatic Closure Notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State’s Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.8. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280C of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Charter Schools Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Charter Schools Office. In addition to other matters, the corrective action plan shall include the Academy’s redesign plan prepared pursuant to section 1280C of the Code. The development of a corrective action plan under this Section 10.8 shall not in any way limit the rights of the University Board to terminate, suspend, or revoke this Contract.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead the University Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University Board may take immediate action against the Academy pending completion of the procedures described in Sections 10.6. The University Board may appoint a conservator/ trustee to manage the day-to-day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall cease. If this section has been implemented and the Hearing Panel under Section 10.6 determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board’s decision.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. Grand Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade.

Section 11.2. The Academy Faculty Appointment to Grand Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.

Section 11.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the “first named insured” at all times the following insurance coverage:

- a) Property insurance covering all of the Academy’s real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers’ Compensation or Workers’ Compensation without employees (this is considered minimum premium, “if any” insurance) (statutory limits) and Employers’ Liability insurance with a minimum of one million dollars (\$1,000,000);
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000);
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form);
- h) Umbrella with a minimum \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 limit.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an “A” best rating or better. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured.

The Academy shall list the University Board and the University on the insurance policies as an additional insured with primary coverage on insurance coverage listed in (b), (c), (e), and (g) above. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University’s insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University’s insurance carrier requests additional changes in coverage identified in this Section 11.4, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University’s insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.5. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.6. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.7. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy

Board members hereby covenant not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Section 11.9. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.9. Copies of these certificates shall be incorporated into the Schedules.

Section 11.10. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.11. Educational Service Provider Agreements. The Academy may enter into an ESP Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For the purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. Prior to entering any ESP Agreement with an ESP, the Academy shall submit a copy of the final draft ESP Agreement to the University charter Schools Office in a form or manner consistent with the ESP policies of the University Charter Schools Office, which are incorporated into and be deemed part of this Contract. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without any amendment under Article IX of this Contract. The University Charter Schools Office may disapprove the proposed ESP Agreement submitted by the Academy if the ESP Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to an ESP Agreement shall be submitted for review by the University Charter Schools Office in the same form and manner as a new ESP Agreement.

Section 11.12. Required Provisions for Educational Service Provider Agreements. Any ESP agreement entered into by the Academy must contain the following provisions:

"Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand

Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the Application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement."

"Revocation or Termination of Contract. If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties."

"Compliance with Academy's Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

"Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement."

Section 11.13. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 371 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an educational service provider or an employee leasing company that has an ESP agreement with the Academy;

(b) An individual simultaneously serving as an Academy Board member and an Academy employee;

(c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;

(d) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and

(e) An individual simultaneously serving as an Academy Board member and a University employee, official, or consultant, to the University.

Section 11.14. Certain Familial Relationships Prohibited. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

(a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

- (i) Is employed by the Academy;
- (ii) Works at or is assigned to the Academy
- (iii) Has an ownership, officer, policy making, managerial, administrative, non-clerical or other significant role with the Academy's ESP or employee leasing company.

Section 11.15. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.16. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign, and file the constitutional oath of office with the Charter Schools Office.

Section 11.17. Information Available to the Public and University.

(a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and University in the same manner and to the same extent as is required for public schools and school districts.

(b) Information to be provided by Educational Service Providers. The agreement between the Academy and the ESP shall contain a provision requiring the ESP to make information concerning the operation and management of the Academy, including the information in Schedule 6, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 11.18. University Board Invitation to Apply to Convert Academy to School of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6e of the Code, MCL 380.551 et seq. ("Part 6e"), and the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a School of Excellence. In accordance with the Code, the University Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

Charter Schools Office Director
Grand Valley State University
201 Front Avenue, SW., Suite 310
Grand Rapids, Michigan 49504

If to Academy:

Byron Center Charter Academy
Board President
9930 Burlingame SW
Byron Center, MI 49315

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior

application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6a of the Code or actions taken by the University Board as an authorizing body under Part 6a of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the ESP. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.14. Term of Contract.

(a) Initial Term of Contract. Except as otherwise provided in Section 12.14 (b) set forth below, this Contract shall commence on July 1, 2013, and shall remain in full force and effect for seven (7) years until June 30, 2020, unless sooner terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate on June 30, 2020, if the Academy fails to satisfy all of the following conditions:

- (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Service Provider. The terms and conditions of the agreements must be acceptable to the University President.
- (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property leases, sublease or other agreements set forth in the Schedules.
- (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Service Providers complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.
- (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.
- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval

from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the site or sites set forth in the Schedules.

- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.
- (viii) Any additional financial information or documentation requested by the University President.
- (ix) If the Academy, for any reason, is unable to enroll students and conduct classes by October 1, 2013, then this Contract is automatically terminated without further action of the parties

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

(c) Extended Term of Contract. If the Academy satisfies the conditions set forth above in Section 12.14(b), the Academy will be eligible for consideration of a new contract term.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.17, Section 11.12, and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation and in accordance with Applicable Law.

[INTENTIONALLY LEFT BLANK]

As the designated representative of the Grand Valley State University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

**GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES**

By: 
University President or his/her designee

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by the terms and conditions of this Contract.

BYRON CENTER CHARTER SCHOOL

By: 
Academy Board President

SCHEDULE 1

**METHOD OF SELECTION RESOLUTION
AUTHORIZING RESOLUTION**

Byron Center Charter School Board of Directors

Resolution to Seek Reauthorization

The Board of Directors of Byron Center Charter School ("the Academy Board") at a duly called and scheduled meeting held on January 14, 2013, adopts the following resolution:

WHEREAS, the charter contract between the Academy Board and the Grand Valley State University Board of Trustees is scheduled to expire on June 30, 2013;

RESOLVED, the Academy Board agrees to the terms and conditions established in the new agreement with Grand Valley State University Board of Trustees to operate a Public School Academy in the State of Michigan for a contract term beginning July 1, 2013 and ending on June 30, 2020.

I hereby certify that the foregoing resolution was duly adopted by the Academy Board at its meeting held on the date indicated above at which a quorum was present.

By: Quinn Hull
Title: President



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 8, 2013:

Reauthorization of 6a Charter Contract – Byron Center Charter School
(formerly The Learning Center Academy), Byron Center (7 years)

The following resolution is proposed:

WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on April 26, 1996, initially authorized the issuance of a contract to charter The Learning Center Academy (the “Academy”), and authorized the reissuance of a contract to charter the Academy (under the name Byron Center Charter School) at its meetings on June 18, 2001, and February 29, 2008; and

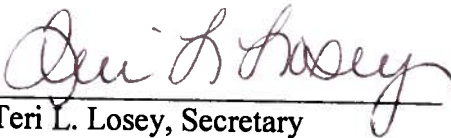
WHEREAS, the University’s Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy; and

WHEREAS, the present Board of Directors of the Academy has requested the reissuance of a contract to charter as a public school academy; and

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a seven (7) year term beginning July 1, 2013 and ending June 30, 2020;

NOW, THEREFORE, BE IT RESOLVED, that the University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to execute the contract to charter a public school academy and related documents to the Academy for a seven (7) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 12th day of February 2013.


Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 29, 2008:

08-1-13 (13) Charter Schools Report

On motion by Mrs. Johnson and second by Ms. Myers, the following resolution was adopted unanimously:

Byron Center Charter School (formerly The Learning Center Academy),
Byron Center (5 year)


WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on April 26, 1996 initially authorized the issuance of a contract to charter a public school academy to Byron Center Charter School (the "Academy") and on June 18, 2001 the contract was reauthorized with an effective date of June 18, 2001.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Directors of the Academy were selected in accordance with the resolution adopted by the Grand Valley State University Board of Trustees establishing the method of selection, length of term, and number of members of the Academy Board. This resolution is incorporated in and made part of the contract as Schedule 1.
2. The contract of this Academy is due to expire on June 30, 2008.
3. The University's Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy.
4. The Board of Trustees of Grand Valley State University may consider the reissuance of a contract to charter following an evaluation and assessment by the University's Charter Schools Office that concludes that the operation and performance of the academy warrants the reissuance of a contract;
5. The present Board of Directors of the Academy has requested the reissuance of a contract to charter as a public school academy.

6. The University President or his designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a five (5) year term beginning July 1, 2008 and ending June 30, 2013.
7. The Grand Valley State University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the Chairperson of the University Board to execute the contract to charter a public school academy and related documents to the Academy for a five (5) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 9th day of April, 2008.


Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University



I CAMPUS DRIVE • ALLENDALE, MICHIGAN 49104-9403 • 616/895-6611

CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON JUNE 18, 2001:

01-4-12 (12) Charter Schools Report

The Learning Center Academy

On motion by Mrs. Johnson and second by Mrs. Dalman, the following resolution was adopted unanimously:

WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on April 26, 1996, authorized the issuance of a contract to charter a public school academy to the Learning Center Academy (the "Academy"). On June 17, 1996, the contract was executed.

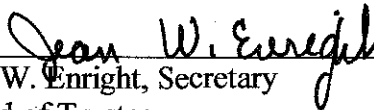
NOW, THEREFORE, BE IT RESOLVED:

1. The initial Board of Directors of the Learning Center Academy were selected in accordance with the resolution adopted by the Grand Valley State University Board of Trustees establishing the method of selection, length of term, and number of members of the Academy Board. This resolution is incorporated in and made part of the contract as Schedule 1.
2. The contract of this Academy is due to expire on June 17, 2001.
3. The University's Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Learning Center Academy.
4. The Board of Trustees of Grand Valley State University may consider the reissuance of a contract to charter following an evaluation and assessment by the University's Charter Schools Office that concludes that the operation and performance of the academy warrants the reissuance of a contract.
5. The present Board of Directors of the Learning Center Academy, as set forth below, has requested the reissuance of a contract to charter as a public school academy with either a fixed seven (7) year term limit or a one (1) year term limit that renews automatically:

Gregory B. Ayers	3 year term expires October 2001
Keith M. Brouillette	3 year term expires May 2003
Amy L. Koorndyk	3 year term expires May 2003
Randy LeFebre	3 year term expires October 2002
Roger Martin	3 year term expires May 2003
Tammie McSpadden	3 year term expires October 2001
Ronn Patterson	3 year term expires May 2003

6. The University President or his designee has recommended the reissuance of a contract to charter as a public school academy to the Learning Center Academy with either a fixed seven (7) year term limit or a one (1) year term limit that renews automatically.
7. The Grand Valley State University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Learning Center Academy and authorizes the Chairperson of the University Board to execute the contract to charter a public school academy and related documents to the Academy either for a fixed seven (7) year term or a one (1) year term that renews automatically, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 17th day of September, 2001.


 Jean W. Enright, Secretary
 Board of Trustees
 Grand Valley State University

SCHEDULE 2

ARTICLES OF INCORPORATION

FILED

NOV 08 2005

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES	
Date Received SEP 23 2005	(FOR BUREAU USE ONLY)
NOV 07 2005	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.
Name Byron Center Charter School Address 9930 Burlingame Ave. SW City Byron Center State MI ZIP Code 49315	
Trans Info: 1 10925254-1 08/11/05 Chk#: 5944 Amt: \$10.00 ID: 742593	
EFFECTIVE DATE:	

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

 Administrator
 BUREAU OF COMMERCIAL SERVICES

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: **The Learning Center Academy**

2. The identification number assigned by the Bureau is:

742-593

3. Article **I** of the Articles of Incorporation is hereby amended to read as follows:

The name of the corporation is:

Byron Center Charter School

RK

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES			
Date Received SEP 30 2004		(FOR BUREAU USE ONLY)	
		ADJUSTED PURSUANT TO TELEPHONE AUTHORIZATION	
		FILED OCT 11 2004	
<small>This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.</small>			
Name The Learning Center Academy		Administrator BUREAU OF COMMERCIAL SERVICES	
Address 9930 Burlingame SW		Tran Info: 9815570-1 09/27/04 Chk#: 5542 ID: 742593	
City Byron Center,	State MI	ZIP Code 49315	EFFECTIVE DATE:
<small>Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.</small>			

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:

The Learning Center Academy

2. The identification number assigned by the Bureau is:

742 - 593

3. Article VII of the Articles of Incorporation is hereby amended to read as follows:

See following page.

JB

1. **Method of Selection and Appointment of Academy Board Members:**

- a. **Initial Academy Board Member Nominations and Appointments:** As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. **Subsequent Academy Board Member Nominations and Appointments:** Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. **Exigent Appointments:** When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when an Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. **Qualifications of Academy Board Members:** To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.

3. **Oath /Acceptance of Office / Voting Rights:** Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

4. **Length of Term; Removal:** An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. **Resignations:** A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

6. **Vacancy:** An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

7. **Filling a Vacancy:** The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

8. **Number of Academy Board Member Positions:** The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

9. **Quorum:** In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. **Manner of Acting:** The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

6. (For a nonprofit corporation whose Articles state the corporation is organized on a directorship basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the 20th day of September, 2004 by the directors of a nonprofit corporation whose articles of incorporation state it is organized on a directorship basis (check one of the following)

- ☒ at a meeting the necessary votes were cast in favor of the amendment
☐ by written consent of all directors pursuant to Section 525 of the Act.

Signed this 20th day of September, 2004

By Tammie McSpadden
(Signature of President, Vice President, Chairperson or Vice-Chairperson)

Tammie McSpadden President
(Type or Print Name) (Type or Print Title)

**MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU**

Date Received JUL 03 2000	(FOR BUREAU USE ONLY)	
	FILED	Trans Info: 1 3116931-1 06/19/2000 Chk#: 571 ID: Amt: \$10.00 742593
	JUL 05 2000	
Administrator CORP SECURITIES & LAND DEV. BUREAU		
Name The Learning Center Academy		
Address 9930 Burlingame SW		
City Byron Center,	State MI	Zip Code 49315
EFFECTIVE DATE:		

Document will be returned to the name and address you enter above.

If left blank document will be mailed to the registered office.

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**RESTATED ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations**

OF

The Learning Center Academy

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq, and Part 6A of the Revised School Code (the "Code"), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: The Learning Center Academy -

The authorizing body for the corporation is: Grand Valley State University Board of Control, ("University Board").

ARTICLE II

The purpose for which the corporation is organized is:

1. Specifically, the corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

ARTICLE III

The corporation is organized on a non-stock, directorship basis.

The value of assets which the corporation possesses is:

Real Property: Building and land valued at \$1,150,000

Personal Property: equipment and furniture valued at \$ 231,382

The corporation is to be financed under the following general plan:

- a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
- b. Federal funds.
- c. Donations.
- d. Fees and charges permitted to be charged by public school academies.
- e. Other funds lawfully received.

ARTICLE IV

The address of the registered office is 9930 Burlingame, Byron Center, MI

The mailing address of the registered office is 9930 Burlingame, Byron Center, MI 49315.

The name of the resident agent at the registered office is
Randy Le Febre

ARTICLE V

The name and address of the incorporator is as follows:

Candace L. Sorensen

1700 Tammarron Ave., SE, Grand Rapids, MI 49546

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

Before execution of a contract to charter a public school academy between the corporation and the University Board, the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the University Board as required by the Code.

The members of the corporation's Board of Directors shall be selected by the following method:

1. Method of Selection. The initial Board of Directors shall be the individuals named in the resolution approved by the University Board. Subsequent nomination and appointment to the corporation's Board of Directors shall be handled in the following manner:

When a vacancy on the corporation's Board occurs, the corporation's Board of Directors shall nominate and appoint persons to fill such vacancies. Prior to nominating and appointing a person as a member of the corporation's Board, the corporation's Board of Directors shall obtain from the person a copy of the following information: the person's (i) resume; (ii) completed University Academy Board Questionnaire; and (iii) criminal background check report.

The corporation's Board of Directors shall forward to the University Charter School Office the names of all persons appointed to membership on the corporation's Board. Within 10 days after appointing or reappointing a new corporation Board member, the corporation's Board of Directors shall file with the University Charter Schools Office a copy of: (i) the corporation's Board certified resolution appointing the new

member(s); (ii) the new member(s) resume; (iii) the new member(s) University Academy Board Questionnaire; (iv) the new member(s) criminal background check report; and (v) the oath and acceptance of public office form prescribed by the University Charter Schools Office. A member appointed to fill a vacancy created other than by expiration of a term shall be appointment for the unexpired term of the vacating member in the same manner as original appointment.

All corporation Board of Director appointments must be submitted to the University Board for ratification at its next regularly scheduled meeting. The University Board retains the authority to review, rescind, modify, or ratify any corporation's Board appointment made by the corporation's Board of Directors.

2. Length of Term. The term of each member of the corporation's Board of Directors shall be three (3) years.

3. Number of Corporation Board Members. The number of Board members shall never be fewer than five (5) and not more than nine (9), as determined from time to time by the University Board.

4. Qualifications of Members. The members of the corporation's Board of Directors shall not include (1) any person appointed or controlled by another profit or non-profit corporation; (2) employees of the corporation; (3) any director, officer, or employee of a management company that contracts with the corporation; and (4) University employees, as representatives of Grand Valley State University.

5. Oath and Acceptance of Public Office. All members of the corporation's Board of Directors must take the constitutional oath of public office and file an acceptance of office in a form prescribed by the University Charter Schools Office. A person appointed to membership on the corporation's Board of Directors shall be administered the oath at a corporation Board of Directors meeting by an existing corporation Board member or other public official or in the presence of a notary public.

ARTICLE VIII

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from Federal Income Tax under Section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the University Board for forwarding to the State School Aid Fund established under Article IX, Section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE IX

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, being Sections 691.1407 of the Michigan Compiled Laws.

ARTICLE X

These Articles of Incorporation shall not be amended except by the process provided in the contract executed by the corporation and the University Board.

Amendments to these Articles of Incorporation take effect only after 1) they have been approved by a majority of the corporation's directors then in office, and by the University Board and 2) they are filed with the Michigan Department of Consumer & Industry Services, Corporation, Securities and Land Development Bureau. The filing shall include a copy of the University Board's approval of the amendment.

ARTICLE XI

The Board of Directors shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

ARTICLE XII

A volunteer director is not personally liable to the corporation for monetary damages for a breach of the director's fiduciary duty. This provision shall not eliminate or limit the liability of a director for any of the following:

- (i) A breach of the director's duty of loyalty to the corporation;
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (iii) A violation of Section 551(1);
- (iv) A transaction from which the director derived an improper personal benefit;
- (v) An act or omission that is grossly negligent.

If the corporation obtains tax exempt status under section 501(c)(3) of the internal revenue code, the corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Government Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

ARTICLE XIII

The corporation assumes the liability for all acts or omissions of a non-director volunteer, provided that:

- (i) The volunteer was acting or reasonable believed he or she was acting within the scope of his or her authority;
- (ii) The volunteer was acting in good faith;
- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (iv) The volunteer's conduct was not an intentional tort; and
- (v) The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in § 209 (e)(v) of the Michigan Nonprofit Corporation Act.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for negligence Act, being Act No. 170, Public Acts of Michigan, 1964

ARTICLE XIV

The officers of the corporation shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be selected by the Board of Directors. The Board of Directors may select one or more Assistants to the officers, and may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the corporation.

ARTICLE XV

The Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless the University Board issues to the corporation a contract to operate as a public school academy, and the contract is executed by both the corporation and the University Board.

ARTICLE V (Additional provisions, if any, may be inserted here; attach additional pages if needed.)**5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES DO NOT FURTHER AMEND THE ARTICLES OF INCORPORATION; OTHERWISE, COMPLETE SECTION (b).**

- a. ☐ These Restated Articles of Incorporation were duly adopted on the _____ day of _____, in accordance with the provisions of Section 642 of the Act by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and integrate and do not further amend the provisions of the Articles of Incorporation as heretofore amended and there is no material discrepancy between those provisions and the provisions of these Restated Articles.

Signed this _____ day of _____.

By _____

(Signature of Authorized Officer or Agent)

(Type or Print Name)

- b. ☒ These Restated Articles of Incorporation were duly adopted on the 12th day of June, 2000 in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation and: (check one of the following)

- ☒ were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.
- ☐ were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.
- ☐ were duly adopted by the written consent of all the directors pursuant to Section 525 of the Act as the corporation is organized on a directorship basis.
- ☐ were duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation)

Signed this 12th day of June, 2000By Randy LeFebvre

(Signature of President, Vice-President, Chairperson, or Vice-Chairperson)

Randy LeFebvre, President

(Type or Print Name)

(Type or Print Title)

SCHEDULE 3

BYLAWS

TABLE OF CONTENTS
THE LEARNING CENTER ACADEMY
BYLAWS

	<u>Page</u>
Article I. Name	1
Article II. Form of The Corporation	1
Article III. Offices	1
1. Principal Office	1
2. Registered Office	1
Article IV. Board of Directors; Meetings; Fiscal Year	1
1. General Powers	1
2. Method of Selection	2
3. Length of Term	2
4. Number of Directors	2
5. Qualifications	2
6. Oath	2
7. Tenure	2
8. Removal	2
9. Resignation	3
10. Annual and Regular Meetings	3
11. Special Meetings	3
12. Notice; Waiver	3
13. Quorum	3
14. Manner of Acting	3
15. Meeting by Telephone or Similar Equipment	4
16. Board Vacancies	4
17. Compensation	4
18. Presumption of Assent	4
19. Committees	4
20. Fiscal Year, Budget and Accounting	4

Article V. Officers of the Board 5

1.	Number	5
2.	Election and Term of Office	5
3.	Removal	5
4.	Vacancies	5
5.	President	5
6.	Vice-President	5
7.	Secretary	5
8.	Treasurer	6
9.	Assistants and Acting Officers	6
10.	Salaries	6
11.	Filling More Than One Office	6

**Article VI. Contracts, Loans, Checks and Deposits;
Special Corporate Acts 6**

1.	Contracts	6
2.	Loans	7
3.	Checks, Drafts, etc.	7
4.	Deposits	7
5.	Voting of Securities Owned by this Corporation	7
6.	Contracts Between Corporation and Related Persons	7

Article VII. Indemnification 8

Article VIII. Seal 8

Article IX. Amendments 9

BYLAWS
OF
THE LEARNING CENTER ACADEMY

ARTICLE I

NAME

This organization shall be called The Learning Center Academy ("TLC").

ARTICLE II

FORM OF CORPORATION

TLC is organized as a non-profit, non-stock, directorship corporation.

ARTICLE III

OFFICES

Section 1. Principal Office. The principal office of the corporation shall be located in the City of Byron Center, County of Kent, State of Michigan.

Section 2. Registered Office. The registered office of the corporation may be the same as the principal office of the corporation, but in any event must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

ARTICLE IV

BOARD OF DIRECTORS; MEETINGS; FISCAL YEAR

Section 1. General Powers. The business, property and affairs of the corporation shall be managed by its Board of Directors. The Board of Directors may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A and 6B of the Michigan School Code of 1976. The board may delegate such powers to the officers of the board and/or the President as it deems appropriate or necessary.

Section 2. Method of Selection. The initial Board of Directors shall be the individuals named in the resolution approved by the University Board. Subsequently, the Board of Directors of the corporation shall nominate a list of potential members of the Board of Directors equaling at least twice the number of vacancies on the Board. Provided the Board of Directors submits the list of nominees to the University Board at least twenty (20) days before the University Board's next regular meeting, the University Board shall select members from the list of nominees at its next regular meeting. When the nominations are forwarded to the University Board, they shall be accompanied by the nominees' resumes and the nominees shall be available for interview by the University Board or its designees. A member appointed fill a vacancy created other than by expiration of a term shall be appointed for the unexpired term of the vacating member in the same manner as the original appointment.

Section 3. Length of Term. The term of each member of the Board of Directors shall be three (3) years, except that of the members first appointed, 1/3 shall be appointed for a term of three years, 1/3 shall be appointed for a term of two years, and the remainder shall be appointed for a term of one year. At the first meeting, the Board of Directors shall designate which members of the initial board of directors shall serve one (1), two (2), and three (3) year terms. The length of term of the Board members shall commence with the first meeting of the Board of Directors.

Section 4. Number of Directors. The number of members of the initial Board of Directors of the corporation shall be five (5). The number of members shall never be fewer than five (5) nor more than nine (9), as determined from time to time by the University Board.

Section 5. Qualifications. The Board members of the corporation must be aligned with the philosophy of TLC and must include a parent or guardian of a child attending the school. The Board shall not include (i) members appointed or controlled by another profit or non-profit corporation; (ii) employees of TLC; or (iii) Grand Valley State University officials, as representatives of Grand Valley State University.

Section 6. Oath. All members of the Board of Directors of the Corporation must file an acceptance of office with the University. All members of the Board of Directors of the corporation shall take the oath of office required by Section 512a(4)(b)(vi) of the Code.

Section 7. Tenure. Each Director shall hold office until the Director's replacement, death, resignation, removal or until the expiration of the term, whichever occurs first.

Section 8. Removal. Any Director may be removed with cause by a three-fifths (3/5) vote of the Board of Directors of the corporation or by a two-thirds (2/3) vote of the University Board.

Section 9. Resignation. Any Director may resign at any time by providing written notice to the corporation. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. A successor may be appointed as provided in Section 2 of this Article.

Section 10. Annual and Regular Meetings. The Board of Directors shall hold an annual meeting on the second Monday in September of each year. The Board of Directors may provide, by resolution, the time and place, within the state of Michigan, for the holding of additional regular meetings. The corporation shall provide notice of the annual and all regular meetings as required by the Open Meetings Act.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix the place within the state of Michigan for holding any special meeting of the Board of Directors called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the state of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 12. Notice; Waiver. In addition to the notice provisions of the Open Meetings Act, notice of any special meeting shall be given at least three (3) days prior to the special meeting by written notice, stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Director's business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by facsimile, such notice shall be deemed to be delivered when the facsimile is sent. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 13. Quorum. A majority of the Directors of the Board constitutes a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, providing such notice as is required by the Open Meeting Act.

Section 14. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 15. Meeting by Telephone or Similar Equipment. A Director may participate in a meeting by conference telephone or any similar communications equipment through which all persons participating in the meeting, including members of the public, can

hear each other. Participation in a meeting pursuant to this Section constitutes presence in person at the meeting.

Section 16. Board Vacancies. A vacancy shall occur as specified in the Code. Any vacancy may be filled as provided in Section 2 of this Article.

Section 17. Compensation. A director of the corporation shall serve as a volunteer director. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at meetings of the Board of Directors.

Section 18. Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

Section 19. Committees. The Board of Directors, by resolution, may designate one or more committees, each committee to consist of one or more Directors elected by the Board of Directors, which to the extent provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, shall have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the business and affairs of the corporation, except action in respect to the fixing of compensation for or the filling of vacancies in the Board of Directors or committees created pursuant to this Section, or amendments to the Articles of Incorporation or Bylaws. The Board of Directors may elect one or more of its members as alternate members of any committee who may take the place of any absent member or members at any meeting of a committee, upon request by the Chair of the meeting. Subject to the Open Meetings Act, each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of Directors of its activities as the Board of Directors may request.

Section 20. Fiscal Year, Budget and Accounting. The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the University Board, shall have exclusive control of the budget. The Board shall prepare and publish an annual budget in accordance with University Board policy.

ARTICLE V

OFFICERS OF THE BOARD

Section 1. Number. The officers of the corporation shall be a President, Vice-President, Secretary, Treasurer, and such Assistant officers as may be selected by the Board of Directors.

Section 2. Election and Term of Office. The Board of Directors shall elect the initial officers of the corporation at a duly noticed meeting prior to August 1, 1996. Thereafter, the Board of Directors shall elect the officers annually at the annual meeting of the Board of Directors. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall serve a one year term unless the officer resigns or is removed in the manner provided in Section 3.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office shall be filled by appointment by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the corporation shall be a Director and shall preside at all meetings of the Board of Directors. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Board of Directors attending the meeting shall preside. The President shall be an ex officio member of all standing committees and may be designated chairperson of those committees by the Board of Directors. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

Section 6. Vice-President. The Vice-President shall be a member of the Board of Directors. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Board of Directors.

Section 7. Secretary. The Secretary shall be a member of the Board of Directors. The Secretary shall: (a) keep the minutes of the Board of Directors meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records; (d) keep a register of

the business address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Board. The Secretary shall also be the FOIA officer of the corporation.

Section 8. Treasurer. The Treasurer shall be a member of the Board of Directors. The Treasurer shall: (a) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (b) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Board of Directors, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the officers or by the Board of Directors. The Board of Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Board of Directors may by resolution otherwise determine.

Section 10. Salaries. Officers of the Board, as of Directors of the corporation, may not be compensated for their services. They may, however, receive traveling and other expenses.

Section 11. Filling More Than One Office. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VI

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Board of Directors authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or

Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances. No loan or advance to or overdraft or withdrawal by an officer or member of the Board of Directors otherwise than in the ordinary and usual course of the business of the corporation, and on the ordinary and usual course of the business or security, shall be made or permitted.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 5 or 6 of Act No. 105 of the Public Acts of 1855, as amended, being Sections 21.145 and 21.146 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Board of Directors, any shares or other securities issued by any other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Board of Directors, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

Section 6. Contracts Between Corporation and Related Persons. Subject to the provisions of the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws, any contract or other transaction between this corporation and one or more of its Directors, or between this corporation and any firm of which one or more of this corporation's Directors

are members or employees, or in which one or more of this corporation's Directors are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting at which the Board of Directors of the corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director or Directors in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall, nevertheless, authorize, approve and ratify such contract or transaction by a vote of a majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted as voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

ARTICLE VII

INDEMNIFICATION

Each person who is or was a member of the Board of Directors, or a trustee, director, officer or member of a committee of the corporation and each person who serves or has served at the request of the corporation as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE VIII

SEAL

The Board of Directors may provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

ARTICLE IX

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted pursuant to the procedure set forth in the contract to charter between the corporation and its authorizing body. Unless inconsistent with that contract, these Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board of Directors, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for special meetings, and (b) the written approval of the changes or amendments by the University President. In the event that a proposed change is not accepted by the University President, the University Board shall consider and vote upon a change proposed by the corporation following an opportunity for a written and oral presentation to the University Board by the corporation. The corporation may amend these Bylaws upon a majority vote of the University Board. Amendments to these Bylaws take effect only after they have been approved by both the corporation Board and by the University President or the University Board.

These Bylaws were adopted as and for the Bylaws of The Learning Center Academy, a Michigan corporation, by the Board of Directors at a duly noticed meeting on the 2nd day of July, 1996.

Mark W. D. Olson
~~Secretary~~ President

SCHEDULE 4

FISCAL AGENT AGREEMENT

FISCAL AGENT AGREEMENT

This Agreement is made as of June 17, 1996, and shall have an effective date of June 17, 1996, by and among Grand Valley State University Board of Control ("University Board"), an authorizing body as defined by the School Code of 1976 as amended, (the "Code"), the State of Michigan (the "State") and the Board of Directors of The Learning Center Academy ("Academy"), a public school academy.

Preliminary Recitals

WHEREAS, the University Board and the Academy are entering into a Contract to Charter a Public School Academy dated June 17, 1996 (the "Contract"), and

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which is eligible to be a depository of surplus funds under Sections 5 or 6 of Act No. 105 of the Public Acts of 1855, being Sections 21.145 and 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement executed by the University Board, the Treasurer of the State of Michigan and the Academy.

"Contract" means the contract to charter a public school academy which the University Board and the Academy are entering into August, 1996.

"Fiscal Agent" means the University Board or an officer or employee of Grand Valley State University as designated by the University Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the University Board may act as fiscal agent.

"State School Aid Payment" means any payment of money the Academy receives from the school aid fund established pursuant to Article IX, Section 11 of the Michigan Constitution or under the School Aid Act of 1979, as amended.

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to public school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of School Aid Funds. The University Board is the Fiscal Agent for the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. The Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable state board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State School Aid Payments received on behalf of the Academy from the State Treasurer. The Fiscal Agent's duties under this Agreement are separate from the University Board's duties outlined in the Contract executed by the University Board and the Academy and dated as of June 17, 1996.

ARTICLE III

STATE DUTIES

Section 3.01. Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent or by electronic funds transfer into an account specified by the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV

ACADEMY DUTIES

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid of 1979, as amended.

Section 4.02. Expenditure of Funds. An Academy may expend funds from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes of which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of June 30, 1996, and annually thereafter, a written report dated as of June 30 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds for which the University Board acted as Fiscal Agent under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation on Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any omission or action taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, omission or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Notice. Any notice, authorization, request, or demand required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when mailed by regular first class mail and addressed as follows:

To the Academy: Mr. Mark Dixon
 3721-22nd Street
 Dorr, Michigan 49323

To the Fiscal Agent: J. Patrick Sandro
 Grand Valley State University Board of Control
 Special Assistant to the President
 119 Au Sable Hall
 Allendale, Michigan 49401

To the State: State Treasurer
 Treasury Building
 430 W. Allegan
 Lansing, Michigan 48922

A United States Post Office registered or certified mail receipt or overnight courier receipt showing delivery of such documents shall be conclusive evidence of the date and the fact of delivery. Any party to this Agreement may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice of the change.

Section 7.02. Termination of Responsibilities. Upon the taking of all the actions as described in this Agreement by the Fiscal Agent or upon the expiration, termination, suspension or revocation of the Academy's Contract with the University Board, the Fiscal Agent shall have no further obligations or responsibilities under this Agreement to the Academy or any other person or persons in connection with this Agreement and this Agreement shall be discharged.

Section 7.03. Binding Agreement. This Agreement shall be binding upon the Fiscal Agent, the State, and the Academy and their respective successors and legal representatives and shall inure solely to the benefit of the Academy, the Fiscal Agent and the State and their respective successors and legal representatives.

Section 7.04. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained in this Agreement.

Section 7.05. Michigan Law Governs. This Agreement shall be governed exclusively by the provisions of this Agreement and by the applicable laws of the State of Michigan.

Section 7.06. Amendment. This Agreement is made for the benefit of the Fiscal Agent, the Academy and the State and it may be altered or amended in writing only if the University and the Academy have followed the procedures set forth in Section 8.1 of Article VIII of the Contract and only upon approval of the Academy, the University Board and the State. However, if the Code is amended after the effective date of this Agreement in a manner which alters the responsibilities or duties of the Fiscal Agent under the Code, the responsibilities and duties of the Fiscal Agent shall be so altered automatically as of the effective date of such amendment to the Code.

Section 7.07. Term of Agreement. The term of this Agreement shall coincide with the term of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized officers as of the day and year indicated herein.

ACADEMY:

THE LEARNING CENTER ACADEMY

By: Mark Dixon
Mr. Mark Dixon
Title: Founder, Board President

Date: 6-14-96

AUTHORIZING BODY:

GRAND VALLEY STATE UNIVERSITY
BOARD OF CONTROL

By: Judith S. Hooker
Judith S. Hooker
Title: Chair

Date: 6-17-96

STATE OF MICHIGAN:

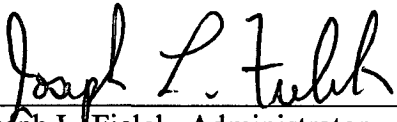
By: See Attached

Title: _____
Date: _____

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement between The Learning Center Academy and Grand Valley State University Board of Control.

BY:



Joseph L. Fielek, Administrator
Cash and Debt Management Division
Bureau of Finance and Fiscal Policy
Michigan Department of Treasury

Date: June 16, 1998

cc: Madhu R. Anderson
Chief Deputy State Treasurer

SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS

**Public School Academy / School of Excellence
Master Calendar of Reporting Requirements
July 1, 2013 – June 30, 2014**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2013-2014 School Calendar/School Day Schedule.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2013-2014.	CSO
July 1	Copy of Notice of Public Hearing for Annual Operating Budget for 2013-2014.	CSO
July 1	Copy of Parent Satisfaction Survey and Results from 2012-2013, if applicable.	CSO
July 3	Anti-Bullying Policy, in accordance with Matt's Safe School Law (new schools)	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2012-2013 academic year, if applicable (See MDE website, www.michigan.gov/mde , for MDE due date and form).	CSO
August 1	Annual Organizational Meeting Minutes for 2013-2014.	CSO
August 1	Board Resolution appointing Chief Administrative Officer for 2013-2014.	CSO
August 1	Board Resolution appointing Freedom of Information Act Coordinator for 2013-2014.	CSO
August 1	Board Designated Legal Counsel for 2013-2014.	CSO
August 1	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2013-2014.	CSO
August 20	Annual Education Report 2012-2013 academic year to be submitted and presented at a public meeting	CSO
August 30	4 th Quarter Financial Statements – quarter ending 06/30.	CSO
September 4	Organizational Chart for 2013-2014.	CSO
September 4	Board approved Student Handbook 2013-2014.	CSO
September 4	Board approved Employee Handbook 2013-2014.	CSO
September 4	Copy of School Improvement Plan covering 2013-2014 academic year.	CSO
October 1	Completed PSA Insurance Questionnaires. Required forms available at www.gvsu.edu/cso	CSO
October 1	Annual Nonprofit Corporation Information Update for 2013.	CSO
October (TBD)	Unaudited Count Day Submission	CSO
October 11	Audited Financial Statements for fiscal year ending June 30, 2013. (See MDE Website, www.michigan.gov/mde , for MDE due date.	CSO
October 11	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2013, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 11	Annual A-133 Single Audit for year ending June 30, 2013 is required if over \$500K in federal funds have been expended. If a single audit is	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	not necessary, a letter from the Academy stating as such is required to be submitted.	
October 11	DS-4898 PSA Preliminary Pupil Membership Count for September 2013 Enrollment and Attendance for 1 st & 2 nd Year PSAs only. (See MDE website, www.michigan.gov/mde for MDE due date).	CSO
October 30	1 st Quarter Financial Statements – quarter ending 09/30.	CSO
December 2	Academy's Technology Plan covering 2013-2014 or annual updates thereto.	CSO
January 6	Modifications to ISD's Plan for the Delivery of Special Education Services covering 2013-14 signed by a representative of the Academy.	CSO
January 31	2 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 31	Michigan Highly Qualified Teacher Verification Report. Required Form Available at www.gvsu.edu/cso	CSO
March (TBD)	Winter Count Day Submission.	CSO
April 25	3 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 14	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2014-2015.	CSO
June 2	Certificate of Boiler Inspection covering years 2013-2014	CSO
June 27	Board Approved Amended Budget for 2013-2014 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 27	2013-2014 Log of emergency drills, including date, time and results. Sample form available at www.gvsu.edu/cso	CSO
June 27	Board adopted Letter of Engagement for year ending June 30, 2014 independent financial audit.	CSO
June 27	Food service license expiring 04/30/2015.	CSO

Ongoing Reporting Requirements July 1, 2013 – June 30, 2014

The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrence.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 business days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 business days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2011-2012 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 business days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO

Original/Subsequent Board Policy Reporting Requirements July 1, 2013 – June 30, 2014

The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
Board adopted Purchasing Policy (date of approval). Reference: MCL 380.1267, MCL 380.1274	CSO
Use of Medications Policy (date of approval). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
Harassment of Staff or Applicant Policy (date of approval). Harassment of Students Policy (date of approval) Reference: MCL 380.1300a	CSO
Search and Seizure Policy (date of approval). Reference: MCL 380.1306	CSO
Emergency Removal, Suspension and Expulsion of Students Policy (date of approval). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
Parent/Guardian Review of Instructional Materials & Observation of Instructional Activity Policy Reference: MCL 380.1137	CSO
Board Member Reimbursement of Expenses Policy (date of approval). Reference: MCL 380.1254; MCL 388.1764b	CSO
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval). Reference: MCL 380.1299	CSO
Electronic or Wireless Communication Devices Policy (date of approval).	CSO
Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval). Reference: MCL 324.8316, 380.1256	CSO

Nondiscrimination and Access to Equal Educational Opportunity Policy (date of approval) Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
Academy Deposit Policy (date of approval). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
Parental Involvement Policy (date of approval). Reference: MCL 380.1294	CSO
Wellness Policy (date of approval). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO

Calendar of Additional Reporting Requirements and Critical Dates July 1, 2013 – June 30, 2014

The following reports Academies must submit to the local ISD, MDE, CEPI and other organizations throughout the year.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
TBD	Student Count Day for State Aid F.T.E.	No submission required.
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable.	CEPI
October	Certification of Constitutionally Protected Prayer	MDE
October	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	School Infrastructure Database (SID); School-Wide Title I Participation	CEPI
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept of Treasury
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
TBD	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
June	Registry of Educational Personnel (REP)	CEPI
June	School Infrastructure Database (SID)	CEPI

SCHEDULE 6

**INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL
MANAGEMENT COMPANY**

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

A. The following described categories of information are specifically included within those to be made available to the public and the University Charter Schools Office by the Academy in accordance with Section 11.17(a). Information to be Provided by the Academy, of the Terms and Conditions:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board 's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. List of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the University Charter Schools Office
11. Copy of curriculum and other educational materials given to the University Charter Schools Office
12. Copy of School improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved management contract with Educational Service Provider
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)

21. Asbestos inspection report and asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit
29. Proof of insurance as required by the Contract
30. Any other information specifically required under Public Act 277 of 2011

B. The following information is specifically included within the types of information available to the Academy by the Educational Management Organization (if any) in accordance with Section 11.17(b). Information to be provided by Educational Management Company, of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under (a) above.

CLIENT SERVICES AGREEMENT

This AGREEMENT is signed this 12th day of September 2012 and is effective October 1, 2012 by and between Byron Center Charter School, (hereinafter "BYRON CENTER CHARTER SCHOOL") whose address is 9930 Burlingame Avenue SW, Grand Rapids, MI 49315, and CHARTER HR EDUCATIONAL SERVICES,LLC, a Michigan limited liability company located at 801 Broadway NW, Suite 200, Grand Rapids, MI 49504 (hereinafter "CHARTER HR EDUCATIONAL SERVICES,LLC").

RECITALS

A. BYRON CENTER CHARTER SCHOOL is a public school academy organized to provide public school instruction as a charter school located at , 9930 Burlingame Avenue SW, Grand Rapids, MI 49315, pursuant to a contract ("Contract") issued by the Grand Valley State University Board of Trustees ("GVSU"). The contract is authorized to carry out the educational program set forth in the Contract. BYRON CENTER CHARTER SCHOOL is authorized by law to contract with a private entity to provide employee administration and management services.

B. BYRON CENTER CHARTER SCHOOL operates as a public school academy under the direction of the BYRON CENTER CHARTER SCHOOL Board of Directors ("Board").

C. CHARTER HR EDUCATIONAL SERVICES,LLC is a Michigan Corporation with its offices at 801 Broadway NW, Suite 200, Grand Rapids, MI 49504.

D. CHARTER HR EDUCATIONAL SERVICES,LLC offers to Michigan public school academies employee administration and management services including, but not limited to, staff employment, payroll, benefit administration, business management and other similar services.

E. BYRON CENTER CHARTER SCHOOL desires to engage CHARTER HR EDUCATIONAL SERVICES,LLC to perform certain services upon the terms and conditions set forth in this Agreement and pursuant to its authority, BYRON CENTER

CHARTER SCHOOL hereby contracts with CHARTER HR EDUCATIONAL SERVICES,LLC, to the extent permitted by law, specified functions relating to the administration and management services.

F. BYRON CENTER CHARTER SCHOOL designates the employees of CHARTER HR EDUCATIONAL SERVICES,LLC assigned to BYRON CENTER CHARTER SCHOOL as agents of the Academy having a legitimate educational interest such that they are entitled access to educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA"). CHARTER HR EDUCATIONAL SERVICES,LLC will comply with FERPA requirements regarding access to, possession and disposition of, educational records.

THEREFORE, the parties agree as follows:

1. Services Provided by CHARTER HR EDUCATIONAL SERVICES,LLC. CHARTER HR EDUCATIONAL SERVICES,LLC shall provide contract personnel services as outlined in this Agreement. It is understood by the parties that the response to the RFP by Axios, Inc. dated Sept 12, 2012 are considered the same responses by CHARTER HR EDUCATIONAL SERVICES,LLC as though CHARTER HR EDUCATIONAL SERVICES,LLC submitted the response to the RFP.

a) Selection of Employees. CHARTER HR EDUCATIONAL SERVICES,LLC shall employ and assign to BYRON CENTER CHARTER SCHOOL all such qualified and certified classroom teachers, instructors, and support staff as may be necessary to accomplish the educational mission of BYRON CENTER CHARTER SCHOOL consistent with the Board approved budget. CHARTER HR EDUCATIONAL SERVICES,LLC shall comply with all Federal and State statutes and administrative requirements including, but not limited to, the Immigration Reform and Control Act.

b) Selection of Employees. All work force positions of BYRON CENTER CHARTER SCHOOL shall be covered under this Agreement ("Covered Employees") unless BYRON CENTER CHARTER SCHOOL decides to employ the Superintendent.

c) Employee Agreements and Compensation. Byron Center Charter School Board of Directors shall establish a budget to fund the FTES and job positions for the Byron Center Charter School, and those parts of the budget that are subject to this Agreement shall be implemented by CHARTER HR EDUCATIONAL SERVICES,LLC. The terms and conditions of such employment shall be set forth in an employment agreement between CHARTER HR EDUCATIONAL SERVICES,LLC and each employee or other written document as determined by CHARTER HR EDUCATIONAL SERVICES,LLC with input from BYRON CENTER CHARTER SCHOOL. Information regarding all costs, including the employment costs, annual salary and benefit costs by individual assigned to BYRON CENTER CHARTER SCHOOL by CHARTER HR EDUCATIONAL SERVICES,LLC, will be provided to the Board by CHARTER HR EDUCATIONAL SERVICES,LLC upon request.

d) Health Care Insurance. CHARTER HR EDUCATIONAL SERVICES,LLC shall provide all qualified employees assigned to BYRON CENTER CHARTER SCHOOL who are not covered by a spouse's plan, comprehensive medical care insurance. In addition, CHARTER HR EDUCATIONAL SERVICES,LLC shall be responsible for COBRA compliance and continuation of health benefit plans to terminated employees and qualified dependents, subject to the continuation of this Agreement. If this Agreement terminates, all responsibilities with regard to continuation of health insurance cease consistent with Federal and State statutes.

e) Retirement Plan. CHARTER HR EDUCATIONAL SERVICES,LLC shall make available to BYRON CENTER CHARTER SCHOOL a retirement plan pursuant to IRC Section 401(k) for all qualified employees.

f) Payroll Taxes. CHARTER HR EDUCATIONAL SERVICES,LLC shall report and pay all applicable federal, state and local employee and employer payroll taxes from CHARTER HR EDUCATIONAL SERVICES,LLC's own accounts. CHARTER HR EDUCATIONAL SERVICES,LLC will act as the W-2 employer for record keeping purposes.

g) Payroll Records. CHARTER HR EDUCATIONAL SERVICES,LLC shall maintain and verify all required payroll and benefit records.

h) Policies and Procedures. All payroll, benefit and personnel policies and procedures shall be established by CHARTER HR EDUCATIONAL SERVICES,LLC with input by BYRON CENTER CHARTER SCHOOL.

i) Worker's Compensation Insurance. CHARTER HR EDUCATIONAL SERVICES,LLC shall maintain Worker's Compensation insurance during the term of this Agreement on all employees assigned to work for BYRON CENTER CHARTER SCHOOL under this Agreement. Upon written request, CHARTER HR EDUCATIONAL SERVICES,LLC shall provide a Certificate of Insurance verifying coverage of Worker's Compensation insurance.

j) At-Will Employment Relationship. CHARTER HR EDUCATIONAL SERVICES,LLC retains the right to not hire any candidate for employment or terminate with or without cause any employee with written notice to the BYRON CENTER CHARTER SCHOOL Board President.

k) Implementation and Supervision of Policies and Procedures. During the term of this Agreement, CHARTER HR EDUCATIONAL SERVICES,LLC shall have the right and authority to implement and supervise personnel policies and procedures relating to the Covered Employees. CHARTER HR EDUCATIONAL SERVICES,LLC shall make good faith reasonable efforts to act in the best interest of BYRON CENTER CHARTER SCHOOL with regard to its policy and procedure in exercising control over Covered Employees. BYRON CENTER CHARTER SCHOOL agrees to cooperate and assist CHARTER HR EDUCATIONAL SERVICES,LLC in the implementation and supervision of all such policies and procedures.

l) Hiring, Evaluating, Supervising, Disciplining and Firing. CHARTER HR EDUCATIONAL SERVICES,LLC shall have the ultimate authority and control over hiring, evaluating, supervising, disciplining and firing of Covered Employees consistent with the BYRON CENTER CHARTER SCHOOL approved budget. CHARTER HR EDUCATIONAL SERVICES,LLC shall consult and take input from Superintendent on hiring, evaluating, supervising, discipline and firing Covered Employees but CHARTER HR EDUCATIONAL SERVICES,LLC will ultimately make all final recommendations and decisions in regards to all Covered Employees.

BYRON CENTER CHARTER SCHOOL may recommend termination of the assignment of a Covered Employee to BYRON CENTER CHARTER SCHOOL, it being understood that CHARTER HR EDUCATIONAL SERVICES,LLC retains full control over all personnel decisions involving Covered Employees, and ultimate authority to resolve and decide employee issues and/or concerns subject to the budgetary limitations established by BYRON CENTER CHARTER SCHOOL. CHARTER HR EDUCATIONAL SERVICES,LLC shall consult with its Superintendent assigned to BYRON CENTER CHARTER SCHOOL concerning any hiring, evaluating, supervising, disciplining, and firing before formal action is taken. BYRON CENTER CHARTER SCHOOL Board will have input on the selection and evaluation of the Superintendent when the board does not directly hire the superintendent.

m) On-site Supervision. CHARTER HR EDUCATIONAL SERVICES,LLC shall be responsible for on-site employee supervision directly and through its On-Site HR Consultant assigned to BYRON CENTER CHARTER SCHOOL. The On-Site HR Administrator will serve as the liaison to the BYRON CENTER CHARTER SCHOOL Superintendent on employment matters on behalf of CHARTER HR EDUCATIONAL SERVICES,LLC. The Superintendent will administer the overall operation of BYRON CENTER CHARTER SCHOOL and report to the Board on all other operational matters. The On-Site HR Administrator will administer all personnel issues and keep the Superintendent informed of employment related matters. The On-Site HR Administrator shall be the on-site consultant for CHARTER HR EDUCATIONAL SERVICES,LLC and shall assist CHARTER HR EDUCATIONAL SERVICES,LLC with its administrative and personnel responsibilities on BYRON CENTER CHARTER SCHOOL premises. As to all administrative and personnel matters, the On-Site HR Administrator shall coordinate with and report to designated CHARTER HR EDUCATIONAL SERVICES,LLC managers and officers at CHARTER HR EDUCATIONAL SERVICES,LLC's home office. CHARTER HR EDUCATIONAL SERVICES,LLC, after consulting with the On-Site HR Administrator, shall determine the procedures to be employed by Covered Employees in the day-to-day performance of their job responsibilities. CHARTER HR EDUCATIONAL SERVICES,LLC shall make

good faith reasonable efforts to act in the best interests of BYRON CENTER CHARTER SCHOOL with regard to BYRON CENTER CHARTER SCHOOL policy and procedure in exercising control over the Covered Employees. CHARTER HR EDUCATIONAL SERVICES,LLC shall make certain that all appropriate guidelines concerning CHARTER HR EDUCATIONAL SERVICES,LLC's oversight of Covered Employees is followed by said On-Site HR Administrator and that its On-Site HR Administrator shall comply with all CHARTER HR EDUCATIONAL SERVICES,LLC directives dealing with its responsibilities herein above set forth.

2. CHARTER HR EDUCATIONAL SERVICES,LLC Requirements.

a) Compliance with Applicable Criteria. CHARTER HR EDUCATIONAL SERVICES,LLC assumes sole responsibility for assuring that all services set forth in Paragraph 1 provided by CHARTER HR EDUCATIONAL SERVICES,LLC are provided in compliance with and conform to (i) all applicable federal, state and local government laws, rules and regulations, including, but not limited to all civil rights laws, Bullard-Plawecki Employee Right to Know Act, Whistleblower's Protection Act, Fair Labor Standards Act, and Fair Credit Reporting Act; (ii) all pertinent policies of those accrediting agencies from which BYRON CENTER CHARTER SCHOOL has secured or is seeking accreditation, including but not limited to GVSU and the Michigan Department of Education; and (iii) all other applicable written policies of BYRON CENTER CHARTER SCHOOL as communicated to CHARTER HR EDUCATIONAL SERVICES,LLC through the Superintendent, the Board President or Board minutes. CHARTER HR EDUCATIONAL SERVICES,LLC shall promptly provide to BYRON CENTER CHARTER SCHOOL, within twenty four hours of receipt, all notices, reports or correspondence from individuals or governmental agencies that assert claims, deficiencies or charges against BYRON CENTER CHARTER SCHOOL or CHARTER HR EDUCATIONAL SERVICES,LLC that otherwise threaten the suspension, revocation, or any other action adverse to any approval, authorization, certificate, determination, finances, license or permit required or necessary to own or operate BYRON CENTER CHARTER SCHOOL.

b) Employment Laws. CHARTER HR EDUCATIONAL SERVICES,LLC shall comply with all applicable federal, state and local employment laws. CHARTER HR EDUCATIONAL SERVICES,LLC shall comply with the Fair Labor Standards Act and control all overtime.

c) Records. CHARTER HR EDUCATIONAL SERVICES,LLC shall maintain actual time records and verify the accuracy of all wage hour information provided to CHARTER HR EDUCATIONAL SERVICES,LLC at the end of each pay period. CHARTER HR EDUCATIONAL SERVICES,LLC shall verify the accuracy of all wage and salary reports which shall be supplied to BYRON CENTER CHARTER SCHOOL by CHARTER HR EDUCATIONAL SERVICES,LLC at the end of each pay period. BYRON CENTER CHARTER SCHOOL shall not pay any wages, salaries or other compensation, including employee benefits, to Covered Employees subject to Section 1b above.

3. BYRON CENTER CHARTER SCHOOL Requirements. BYRON CENTER CHARTER SCHOOL shall provide the following:

a) Personnel Requirements. Advise CHARTER HR EDUCATIONAL SERVICES,LLC, through the Superintendent, of the teachers, instructors, and administrators required by BYRON CENTER CHARTER SCHOOL, consistent with its approved budget, to perform its mission.

b) Insurance. Maintain casualty and premises liability insurance on all school buildings and premises and to maintain professional liability insurance pertaining to the staff that could result in a claim against BYRON CENTER CHARTER SCHOOL and name CHARTER HR EDUCATIONAL SERVICES,LLC as an additional insured. CHARTER HR EDUCATIONAL SERVICES,LLC shall have input into the professional liability coverage.

c) Financial Reports. Prepare annual budgets and periodic financial reports as required by GVSU, the School Code, and/or statute or as desired by the Board.

d) Safety Requirements. BYRON CENTER CHARTER SCHOOL and CHARTER HR EDUCATIONAL SERVICES,LLC shall comply with all safety, health and work laws, regulations and rules at its own expense. BYRON CENTER CHARTER SCHOOL and CHARTER HR EDUCATIONAL SERVICES,LLC shall also comply with all safe work practices and use of protective equipment required by federal, state or local law. All accidents involving employees shall be reported immediately to CHARTER HR EDUCATIONAL SERVICES,LLC by the Superintendent. BYRON CENTER CHARTER SCHOOL shall cooperate with CHARTER HR EDUCATIONAL SERVICES,LLC's Worker's Compensation carrier and liability insurance carrier who shall have the right to inspect BYRON CENTER CHARTER SCHOOL's property.

e) Confidential Information. BYRON CENTER CHARTER SCHOOL shall be solely responsible for instituting and maintaining safeguards and procedures for personnel handling confidential information, money or other valuables. CHARTER HR EDUCATIONAL SERVICES,LLC may require bonding of such individuals. BYRON CENTER CHARTER SCHOOL shall give CHARTER HR EDUCATIONAL SERVICES,LLC written notice of such individuals. It shall be the sole responsibility of BYRON CENTER CHARTER SCHOOL to protect such valuables.

f) Discipline, Layoff, or Termination of Employees. BYRON CENTER CHARTER SCHOOL agrees to comply with all CHARTER HR EDUCATIONAL SERVICES,LLC personnel directives, both general and specific, regarding the discipline, layoff, or termination of Covered Employees. BYRON CENTER CHARTER SCHOOL further agrees to immediately notify CHARTER HR EDUCATIONAL SERVICES,LLC of any material change in the current business operations of BYRON CENTER CHARTER SCHOOL.

g) Personnel Issues. In the event BYRON CENTER CHARTER SCHOOL becomes dissatisfied with the performance of any individual CHARTER HR EDUCATIONAL SERVICES,LLC employee assigned to BYRON CENTER CHARTER SCHOOL, CHARTER HR EDUCATIONAL SERVICES,LLC shall be notified, in writing, setting forth the nature of the dissatisfaction, the proposed remedial action, and any specific action requested.

h) Applicant/Employee Background Checks. CHARTER HR EDUCATIONAL SERVICES,LLC, or its designated subcontractor shall be responsible for performing all pre-employment, and any employment related background, license and eligibility review and other screening and investigation required by federal, state or local law, including the Michigan Revised School Code (the "Code"), of all Covered Employees. The results of the screening and investigation will be reported to CHARTER HR EDUCATIONAL SERVICES,LLC which will notify the Board President or his/her designee should there be any action proposed or necessitated by the Board according to applicable statute or if there is a conviction that could result in an issue, including a public relations issue, within the BYRON CENTER CHARTER SCHOOL community should the information become public. All costs or fees incurred by CHARTER HR EDUCATIONAL SERVICES,LLC in connection with the screening and investigation shall be billed to and paid by BYRON CENTER CHARTER SCHOOL. The results of the screening and investigation of pre-employment records must be made available for review by the GVSU Charter Schools Office. It is understood that CHARTER HR EDUCATIONAL SERVICES,LLC may choose to assign the applicant and employee background checks to an employee(s) of CHARTER HR EDUCATIONAL SERVICES,LLC assigned and located at BYRON CENTER CHARTER SCHOOL.

4. Term of Agreement. This Agreement shall commence on July 1, 2012 and continue for a period of twenty four months, through June 30, 2014. Either party may cancel this Agreement with or without cause at any time after June 30, 2014 with 90 days prior written notice. If, as a result of a change in the law, BYRON CENTER CHARTER SCHOOL and/or CHARTER HR EDUCATIONAL SERVICES,LLC becomes obligated for MPERS or an unexpected fee or tax is instituted, (e.g. State service tax fee) either party may immediately invoke the 90 day termination notice provision at any time during the contract. Termination of this Agreement shall not affect the continuation of the obligations of either party incurred during the term of the Agreement. The parties acknowledge that as part of any contract reauthorization with GVSU, GVSU may require BYRON CENTER CHARTER SCHOOL and CHARTER HR EDUCATIONAL SERVICES,LLC to submit an entirely new Agreement for review by GVSU.

5. Fees. BYRON CENTER CHARTER SCHOOL shall pay CHARTER HR EDUCATIONAL SERVICES,LLC the following fees for the services rendered under this Agreement:

a) Service Fee. A Service Fee shall be charged to BYRON CENTER CHARTER SCHOOL equal to the total gross pay of all Covered CHARTER HR EDUCATIONAL SERVICES,LLC employees assigned to BYRON CENTER CHARTER SCHOOL multiplied times .031 (the Service Fee rate). The Service Fee is calculated without regard to individual limitations on wages for purposes of determining the amount of unemployment taxes. The Service Fee shall be billed once per pay period and due upon receipt with said billing including an itemized, detailed breakdown of all costs, fees and expense (i.e. salary and payroll; FUTA; SUTA; Workers Compensation; FICA, a breakdown of fringe benefits, by benefit; etc. The Service Fee shall be adjusted upon the effective date of any increase or decrease in employee wage rates.

b) Payroll Costs. Payroll costs will be charged, in addition to the service fee, equal to Gross Payroll and associated payroll costs including FICA, FUTA, SUTA, Workers Compensation and any additional taxes passed by the State and/or Federal government during the term of this Agreement.

All benefits provided per 1.) d. and e. will be billed to BYRON CENTER CHARTER SCHOOL on a pay period basis. CHARTER HR EDUCATIONAL SERVICES,LLC will provide written notice within 5 business days of receiving notice of an increase to any of the costs other than the service fee costs and include said increase as of the effective date of the increase however, this provision shall not apply to a change in payroll costs which may vary because of a change in hours worked by employees. BYRON CENTER CHARTER SCHOOL, at its election, may respond to the written notice of cost increase by issuing notice to cancel effective 90 days after the date of cost increase.

6. Additional Costs, Fees and Expenses. BYRON CENTER CHARTER SCHOOL shall pay all additional costs or expenses incurred by CHARTER HR EDUCATIONAL SERVICES,LLC that are incidental to the performance of this

Agreement and that have prior approval of the Board President or his/her designee. These additional costs, fees or expenses may include, but are not limited to, employee replacement costs, applicant/employee background checks, hiring temporary personnel, substitute teachers, fidelity bonding, and BYRON CENTER CHARTER SCHOOL approved training programs.

7. Payment of Costs, Fees and Expenses. BYRON CENTER CHARTER SCHOOL shall execute a Wire Transfer to CHARTER HR EDUCATIONAL SERVICES,LLC at least 48 hours prior to each payroll date, from the designated BYRON CENTER CHARTER SCHOOL account in an amount equal to the Services Fees, Payroll costs described in Paragraph 5 and Costs, Fees and Expenses described in Paragraph 6 of this Agreement, upon receipt of a detailed billing. If there is any disputed amount to an invoice, the non-disputed amount shall be ratified. If there is a disputed amount, whether ratified by the BYRON CENTER CHARTER SCHOOL Board or not, the parties shall meet within fourteen (14) days to discuss and attempt to resolve the disputed amount prior to submitting the matter to arbitration as addressed in Paragraph 11. Any errors in payment of costs, fees and expenses will be promptly corrected with the parties acting in good faith and with reasonable efforts.

8. Insurance: The Academy's insurance policies will be in compliance with the M.U.S.I.C. requirements and in accordance with the limits required by GVSU. The Academy will be the first named insured and GVSU and CHARTER HR EDUCATIONAL SERVICES,LLC will also be named as an additional insured.

a) Vehicle Insurance. BYRON CENTER CHARTER SCHOOL shall provide liability insurance for any employee of CHARTER HR EDUCATIONAL SERVICES,LLC driving any vehicle during the time of day or work year he/she is assigned to BYRON CENTER CHARTER SCHOOL by CHARTER HR EDUCATIONAL SERVICES,LLC. The policy shall insure against bodily injury and property damage with a minimum combined single limit (CSL) of \$1,000,000. BYRON CENTER CHARTER SCHOOL shall also provide personal injury protection coverage of \$1,000,000. BYRON CENTER CHARTER SCHOOL shall name CHARTER HR EDUCATIONAL

SERVICES,LLC as an additional insured on these policies with thirty (30) days notice of cancellation or material change in such policies.

b) General Liability Insurance. BYRON CENTER CHARTER SCHOOL shall maintain a comprehensive general liability insurance policy in the amount of \$1,000,000 (CSL) insuring BYRON CENTER CHARTER SCHOOL against bodily injury and property damage liability caused by BYRON CENTER CHARTER SCHOOL's premises operations or activities conducted off premises related to operation of BYRON CENTER CHARTER SCHOOL. The policy shall include blanket contractual liability and personal injury coverage. BYRON CENTER CHARTER SCHOOL shall name CHARTER HR EDUCATIONAL SERVICES,LLC as an additional insured on this policy with thirty (30) days written notice of cancellation or material change.

c) Professional Liability Insurance. BYRON CENTER CHARTER SCHOOL shall provide professional liability insurance, including sexual abuse coverage, in the amount of \$1,000,000 naming CHARTER HR EDUCATIONAL SERVICES,LLC as an additional insured. BYRON CENTER CHARTER SCHOOL shall maintain a Worker's Compensation policy with an "if only" provision.

d) CHARTER HR EDUCATIONAL SERVICES,LLC M.U.S.I.C. Insurance Coverage. CHARTER HR EDUCATIONAL SERVICES,LLC shall maintain a comprehensive general liability, errors & omissions, directors & officers, school leaders errors & omissions, auto liability and employment practices liability insurance policy, each of which will be not less than \$1,000,000.00 as well as any such insurance policy in the amount as required by the Charter Contract and the Michigan Universities Self Insurance Corporation. The policy shall include blanket contractual liability, crime, and personal injury coverage. CHARTER HR EDUCATIONAL SERVICES,LLC shall name BYRON CENTER CHARTER SCHOOL and GVSU as an additional insured on this policy within thirty (30) days and CHARTER HR EDUCATIONAL SERVICES,LLC shall provide written notice of cancellation or material change. BYRON CENTER CHARTER SCHOOL will reimburse CHARTER HR EDUCATIONAL SERVICES,LLC for all insurance premiums paid to secure the M.U.S.I.C. Insurance Coverage requirements,

said premium shall be only for premiums incurred based on BYRON CENTER CHARTER SCHOOL student count and employee count at CHARTER HR EDUCATIONAL SERVICES,LLC.

9. Termination of Agreement.

a) This Agreement shall terminate and CHARTER HR EDUCATIONAL SERVICES,LLC shall be relieved of all responsibility under this Agreement as of the ending date of the last payroll period immediately preceding any of the following events:

- i) BYRON CENTER CHARTER SCHOOL files for bankruptcy or becomes insolvent;
- ii) The facility where employees are engaged in work for BYRON CENTER CHARTER SCHOOL is closed;
- iii) BYRON CENTER CHARTER SCHOOL requests a layoff of 25% of the workforce;
- iv) BYRON CENTER CHARTER SCHOOL and its successors and assigns discontinue operation;
- v) BYRON CENTER CHARTER SCHOOL meets the definition of a financially distressed business as set forth in the Worker Assistance and Retraining Notification Act.
- vi) BYRON CENTER CHARTER SCHOOL's Contract with GVSU is discontinued or not renewed.
- vii) Any other reason set forth in this Agreement, including as identified in Paragraph 4 of this Agreement, which constitutes a default under the Agreement or allows CHARTER HR EDUCATIONAL SERVICES,LLC to terminate this Agreement.
- viii) Failure of BYRON CENTER CHARTER SCHOOL to timely make payment(s) required by this Agreement or reduces the amount invoiced by more than \$5,000.00 of the contested invoice.

ix) For any of the reasons identified in Section 4, subject to Section 4 notice periods.

b) BYRON CENTER CHARTER SCHOOL may terminate this Agreement prior to the end of the term specified in Paragraph 4 or in the event that CHARTER HR EDUCATIONAL SERVICES,LLC shall fail to remedy a material breach within 60 days after notice from the Board, provided however that if the nature of the breach is such that the cure cannot be reasonably accomplished within 60 days, then the cure period should be extended so long as CHARTER HR EDUCATIONAL SERVICES,LLC proceeds to cure with reasonable dispatch. Material breach includes, but is not limited to: (1) CHARTER HR EDUCATIONAL SERVICES,LLC's failure to account for its expenditures or to pay its obligations as specifically noted in this agreement (provided funds are available to do so), (2) failure of CHARTER HR EDUCATIONAL SERVICES,LLC to follow policies, procedures, rules, regulations or curriculum duly adopted by the BYRON CENTER CHARTER SCHOOL Board and communicated to CHARTER HR EDUCATIONAL SERVICES,LLC, provided that such policies, procedures, rules, regulations or curriculum are not inconsistent with the Contract, as amended, this Agreement, or in violation of applicable law, (3) receipt by the Board of unsatisfactory reports from CHARTER HR EDUCATIONAL SERVICES,LLC or from an educational consultant retained by the Board about matters concerning CHARTER HR EDUCATIONAL SERVICES,LLC's performance or the performance of the staff which are not reasonably corrected or explained; or (4) CHARTER HR EDUCATIONAL SERVICES,LLC's failure to abide by all applicable laws in its administration of this Agreement.

c) In the event BYRON CENTER CHARTER SCHOOL terminates this Agreement pursuant to this Paragraph, BYRON CENTER CHARTER SCHOOL shall pay all charges due under this Agreement through the last date of services provided by CHARTER HR EDUCATIONAL SERVICES,LLC.

10. Indemnification.

a) CHARTER HR EDUCATIONAL SERVICES,LLC. CHARTER HR EDUCATIONAL SERVICES,LLC shall indemnify and hold GVSU and BYRON CENTER CHARTER SCHOOL, including its officers, directors, and agents, harmless from any and all claims, including employment related claims by CHARTER HR EDUCATIONAL SERVICES,LLC employees or applicants, administrative determinations, judgments, damages, reimbursements, back pay, penalties, fines, costs or loss, demands, suits, including reasonable attorney's fees or other forms of liability that may arise out of, or by reason of, any noncompliance with any agreements, covenants, warranties, or undertakings of CHARTER HR EDUCATIONAL SERVICES,LLC contained in or made pursuant to this Agreement and any misrepresentation or breach of representations and warranties of CHARTER HR EDUCATIONAL SERVICES,LLC contained in or made pursuant to this Agreement or for wrongful or negligent acts. This indemnification shall include any failure on the part of CHARTER HR EDUCATIONAL SERVICES,LLC that results in violations of federal, state and local laws and regulations. CHARTER HR EDUCATIONAL SERVICES,LLC shall not be responsible to indemnify BYRON CENTER CHARTER SCHOOL for the acts or omissions of an unlicensed individual that occur when that individual is not under the supervision of a Covered Employee. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to BYRON CENTER CHARTER SCHOOL and shall be not less than \$1,000,000 per occurrence.

b) BYRON CENTER CHARTER SCHOOL. To the extent permitted by law, BYRON CENTER CHARTER SCHOOL shall indemnify and hold GVSU and CHARTER HR EDUCATIONAL SERVICES,LLC, including its officers, directors and agents harmless from any and all claims, including employment related claims by BYRON CENTER CHARTER SCHOOL employees or applicants for employment as a BYRON CENTER CHARTER SCHOOL employee, administrative determinations, judgments, damages, reimbursements, back pay, penalties, fines, costs or loss, demands, suits, including reasonable attorney's fees or other forms of liability that may arise out of, or by reason of, any noncompliance with any agreements, covenants, warranties, or

undertakings of BYRON CENTER CHARTER SCHOOL contained in or made pursuant to this Agreement and any misrepresentation or breach of representations and warranties of BYRON CENTER CHARTER SCHOOL contained in or made pursuant to this Agreement or for wrongful or negligent acts. This indemnification shall include any failure on the part of BYRON CENTER CHARTER SCHOOL for violations of federal, state and local laws and regulations. BYRON CENTER CHARTER SCHOOL shall not indemnify CHARTER HR EDUCATIONAL SERVICES,LLC for acts or omissions of an unlicensed individual that may occur when that individual is not under the supervision of BYRON CENTER CHARTER SCHOOL. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to CHARTER HR EDUCATIONAL SERVICES,LLC and shall be not less than \$1,000,000 per occurrence.

c) "Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the Application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by

Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.”

11. Arbitration. In the event of a dispute regarding a breach, alleged breach, validity or interpretation of any provision of this Agreement, both BYRON CENTER CHARTER SCHOOL and CHARTER HR EDUCATIONAL SERVICES,LLC agree to submit such disputes, except as either party may be seeking injunctive relief, to final and binding arbitration as the sole and exclusive remedy for such disputes. Said disputes shall be submitted to the Michigan Mediation and Arbitration Services (“MMAS”) and governed by the Michigan Court Rules and Michigan Arbitration Act.

The arbitration hearing will be held in Mecosta County and will be the exclusive remedy for resolving the disagreement. Either party may file for arbitration but must do so with MMAS within one hundred twenty (120) calendar days of the event precipitating the disagreement, or within the applicable statute of limitations, whichever is sooner.

If arbitration is requested by either BYRON CENTER CHARTER SCHOOL or CHARTER HR EDUCATIONAL SERVICES, LLC, the parties shall be entitled to be represented by attorneys and/or counsel of their choice. The parties shall equally split the filing fee, and any administrative fees or costs assessed by MMAS, regardless of who requests the arbitration. The parties will split the arbitrator’s compensation, and each party will pay its own costs and attorney fees in connection with the arbitration, except as those costs and fees may be reallocated by the arbitrator in the award of damages in accordance with this Agreement or the relevant state or federal statute.

If arbitration is requested, the arbitrator shall allow both parties the right to conduct limited and reasonable discovery, which may include depositions, and for a period of time necessary for the parties to reasonably prepare for the arbitration hearing. The arbitrator is authorized to issue subpoenas to summon witnesses.

The arbitrator may award any and all remedies allowable by the cause of action pled in the request for arbitration, including but not limited to equitable relief and money damages. The arbitrator shall issue a written decision, containing his/her findings of

fact and conclusions of law. The arbitrator's award will be final and binding on both parties, and may be enforced in a court of competent jurisdiction.

12. Entire Agreement. This document, being executed in multiple and identical counterparts all of which shall constitute part of the Agreement, contain the entire Agreement between the parties with regard to the subject matter of this Agreement. All previous negotiations, statements and preliminary instruments of the parties and their respective representatives are merged into this Agreement. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by the authorized representative of each party. The conditions of this Agreement extend to and bind the subsidiaries, successors and assigns of each party.

13. Notices. All notices required or permitted by this Agreement shall be in writing and delivered personally or by first class mail, postage prepaid to the address of each party as follows:

BYRON CENTER CHARTER SCHOOL:

Byron Center Charter School

9930 Burlingame Ave SW

Byron Center, MI 49315

CHARTER HR EDUCATIONAL SERVICES,LLC:

CHARTER HR EDUCATIONAL
SERVICES, LLC

801 Broadway NW, Suite 200

Grand Rapids, MI 49504

With a copy to:

If one of the parties to this Agreement changes his/her or its address, they shall within thirty (30) days notify the other party, in writing, of the new address. Notice shall be deemed received on the date it is delivered or mailed.

14. Responsibility For Performance of Agreement. Each party, their successors and assigns shall be jointly and severally responsible for the performance of their obligations under this Agreement.

15. Severability and Validity. The invalidity or unenforceability of any provision or part of this Agreement shall not affect the validity or enforceability of any other provision or part of this Agreement.

16. Contract Interpretation. The Parties acknowledge that this Agreement and the language contained in this Agreement are the result of negotiations between the parties and no part of this Agreement shall be construed against either party by virtue of authorship.

17. No Third-Party Rights. This Agreement is intended solely for the benefit of CHARTER HR EDUCATIONAL SERVICES,LLC and BYRON CENTER CHARTER SCHOOL, and it shall not be construed to create any benefits for or rights in any other person or entity, including employees, students, or their representatives.

18. Waiver of Breach. The waiver by one party to this Agreement of a breach of this Agreement by the other party shall not operate as or be construed as a waiver of any subsequent breach or breaches by the other party.

19. Caption Headings. The captions headings for each provision of this Agreement are not part of this Agreement nor shall they be use to construe the provision more broadly or narrowly then the text would indicate.

20. Necessary Documents. The parties shall execute all necessary documents required to carry out the terms and intent of this Agreement.

21. Governing Law. The Agreement shall be construed under the law of the State of Michigan.

22. Counterparts. This Agreement may be executed in identical counterparts, each of which shall be deemed an original.

23. Assignment. The Agreement may not be assigned by either party without the written consent of the other party, prior approval of the BYRON CENTER CHARTER SCHOOL Board, except that CHARTER HR EDUCATIONAL SERVICES,LLC may assign its rights and duties to an entity within the CHARTER HR EDUCATIONAL SERVICES,LLC organization upon 60 days' written notice to the BYRON CENTER CHARTER SCHOOL Board and provided the BYRON CENTER CHARTER SCHOOL Board approves said assignment.

24. BYRON CENTER CHARTER SCHOOL Board's Constitutional Duty. No provision of this Agreement shall or is intended to interfere with the BYRON CENTER CHARTER SCHOOL Board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of BYRON CENTER CHARTER SCHOOL as provided under Michigan law. This Agreement does not prohibit the BYRON CENTER CHARTER SCHOOL Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

25. Governmental Immunity. No provision of this Agreement is intended to restrict the BYRON CENTER CHARTER SCHOOL Board from waiving or requiring it to assert its governmental immunity. Nothing in this paragraph shall prohibit CHARTER HR EDUCATIONAL SERVICES, LLC from asserting any defense that may be available to it under this Agreement or under Michigan law. BYRON CENTER CHARTER SCHOOL shall not waive or assert any rights to the sole detriment of CHARTER HR EDUCATIONAL SERVICES, LLC related to BYRON CENTER CHARTER SCHOOL's obligations to CHARTER HR EDUCATIONAL SERVICES, LLC under this agreement unless said actions are the result of an alleged breach of this Agreement by CHARTER HR EDUCATIONAL SERVICES, LLC.

26. Financial, Educational, and Student Records. Financial, educational, and student records pertaining to BYRON CENTER CHARTER SCHOOL are BYRON CENTER CHARTER SCHOOL property, and such records may be subject to the provisions of the Michigan Freedom of Information Act. All BYRON CENTER CHARTER SCHOOL records shall be physically or electronically available, upon request, at BYRON CENTER CHARTER SCHOOL's physical facilities and shall be kept in accordance with applicable state and federal requirements. Except as permitted under applicable law, CHARTER HR EDUCATIONAL SERVICES, LLC shall not restrict the authorizer's, the public's, or the independent auditor's access to BYRON CENTER CHARTER SCHOOL's records consistent with applicable statutes.

27. Independent Auditor. CHARTER HR EDUCATIONAL SERVICES, LLC shall not select or designate the independent auditor, accounting firm or legal counsel

for BYRON CENTER CHARTER SCHOOL. All finance and other records of CHARTER HR EDUCATIONAL SERVICES,LLC relating to BYRON CENTER CHARTER SCHOOL will be made available to BYRON CENTER CHARTER SCHOOL's independent auditor at the request of BYRON CENTER CHARTER SCHOOL or the auditor.

28. Procurement of Equipment, Materials, and Supplies. If CHARTER HR EDUCATIONAL SERVICES, LLC procures equipment, materials, and supplies at the request of or on behalf of BYRON CENTER CHARTER SCHOOL, CHARTER HR EDUCATIONAL SERVICES,LLC shall not include any added fees or charges with the cost of the equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies purchased by CHARTER HR EDUCATIONAL SERVICES, LLC on behalf of or as the agent of BYRON CENTER CHARTER SCHOOL are the property of BYRON CENTER CHARTER SCHOOL. When making a purchase on behalf of or as agent of BYRON CENTER CHARTER SCHOOL, CHARTER HR EDUCATIONAL SERVICES,LLC shall comply with Section 1274 of the Code as if BYRON CENTER CHARTER SCHOOL were making a purchase directly from a third party.

29. BYRON CENTER CHARTER SCHOOL Proprietary Rights. BYRON CENTER CHARTER SCHOOL owns all proprietary rights to curriculum or educational materials that:

- a) are both directly developed and paid for by BYRON CENTER CHARTER SCHOOL;
- b) were developed by CHARTER HR EDUCATIONAL SERVICES,LLC at the direction of the BYRON CENTER CHARTER SCHOOL Board with BYRON CENTER CHARTER SCHOOL funds dedicated for the specific purpose of developing such curriculum or educational materials.

All educational materials and teaching techniques used by BYRON CENTER CHARTER SCHOOL may be subject to disclosure under the Revised School Code and the Freedom of Information Act.

30. Charter HR Educational Services LLC Proprietary Rights. CHARTER HR EDUCATIONAL SERVICES, LLC owns all proprietary rights over curriculum, educational or BYRON CENTER CHARTER SCHOOL management materials:

a) Previously developed or copyrighted by CHARTER HR EDUCATIONAL SERVICES, LLC or

b) Previous materials to this agreement that are not otherwise dedicated for the specific purpose of developing BYRON CENTER CHARTER SCHOOL curriculum, educational or BYRON CENTER CHARTER SCHOOL management materials.

All educational materials and teaching techniques used by BYRON CENTER CHARTER SCHOOL are subject to disclosure under the Code and the Freedom of Information Act.

31. Employment Liability. CHARTER HR EDUCATIONAL SERVICES, LLC is the employer of record for employee compensation, collection of payroll taxes and withholdings, worker's compensation and unemployment liability and payment of benefits, all of which are set forth in this Agreement.

32. Marketing and Development. Should CHARTER HR EDUCATIONAL SERVICES, LLC provide marketing and development services to BYRON CENTER CHARTER SCHOOL, the cost paid by or charged to BYRON CENTER CHARTER SCHOOL shall be limited to those costs specific to the BYRON CENTER CHARTER SCHOOL program and shall not include any costs for the marketing and development of CHARTER HR EDUCATIONAL SERVICES, LLC.

33. Compliance with GVSU Contract. BYRON CENTER CHARTER SCHOOL and CHARTER HR EDUCATIONAL SERVICES, LLC intend for this Agreement to comply with the Contract issued by GVSU to BYRON CENTER CHARTER SCHOOL and the Education Service Provider Policies issued by GVSU's Charter Schools Office. To the extent any provision of this Agreement is inconsistent with the Contract or Policies, that provision is invalid and the Contract and Policies shall govern. Any additional costs of compliance because of changes mandated by GVSU will be borne by BYRON CENTER CHARTER SCHOOL and subject to CHARTER HR EDUCATIONAL SERVICES, LLC's ability to perform. If the additional costs are

deemed excessive by the BYRON CENTER CHARTER SCHOOL Board, and the matter cannot be resolved, it may opt out of this Agreement by giving 90 days written notice.

This Agreement is executed as of the date first written above.

BYRON CENTER CHARTER SCHOOL

By: Kelli Hull

It's President – Kelli Hull

CHARTER HR EDUCATIONAL
SERVICES, LLC

By: Kellie Haines

It's President – Kellie Haines

Byron Center Charter School
9-10-12 FINAL AGREEMENT

HIPAA

Attachment

A. Definitions

For purposes of this subsection only, all capitalized terms not otherwise defined in this subsection will have the meaning ascribed to them by the Health Insurance Portability and Accountability Act of 1996, as amended, implementing the Privacy Rules in the regulations codified at 45 Code of Federal Regulations ("CFR") Parts 160-164. The following terms have the following meanings when used in this subsection:

1. "Covered Entity" means a Group Health Plan.
2. "De-identified" information means Health Information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual is not Individually Identifiable Health Information, and otherwise complies with the requirements set forth in 45 CFR § 164.514.
3. "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of Protected Health Information outside the Client's or Charter HR Educational Services, LLC ' Group Health Plan(s) holding the Protected Health Information.
4. "Enrollee Protected Health Information" ("Enrollee PHI") means Protected Health Information as it relates to Worksite Employees of Charter HR Educational Services, LLC and Client and who are enrollees of a Group Health Plan sponsored by Client or Charter HR Educational Services, LLC .
5. "Group Health Plan" means an employee welfare benefit plan (as defined in section 3(1) of the Employment Retirement Income and Security Act of 1974, as amended, ("ERISA"), 29 USC 1002(1)), including insured plans, to the extent that the plan provides medical care (as defined in section 2791(a)(2) of the Public Health Service Act, 42 USC 300gg-91(a)(2)), including items and services paid for as medical care, to employees or their dependents directly or through insurance, reimbursement, or otherwise, that:
 - (a) has 50 or more participants (as defined in section 3(7) of ERISA, 20 USC 1002(7)); or
 - (b) is administered by an entity other than the Client or Charter HR Educational Services, LLC that established and maintains the plan(s).
6. "Individually Identifiable Health Information" is information that includes demographic information collected from an individual, and:

Client Initials KH
Charter HR Educational Services, LLC KH

- (a) is created or received by a Health Care Provider, Health Plan (includes group health plans), Employer, or Health Care Clearinghouse;
- (b) relates to the past, present, or future physical or mental health condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
- (c) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

7. "Protected Health Information" ("PHI") means Individually Identifiable Health Information that is transmitted or maintained in any form or medium.

8. "Summary Health Information" is Individually Identifiable Health Information that:

- (a) Includes claims history, claims experience or the type of claims experienced by individuals in the Group Health Plan; and
- (b) Excludes all identifiers that must be removed for Protected Health Information to be De-identified information.

9. "Valid Authorization" means an authorization that permits a Covered Entity to use or disclosure of PHI and complies with 45 CFR § 164.508 (b)(1).

B. Duties and Rights of Group Health Plan Sponsored By Client With Respect to Enrollee PHI

Client agrees that its Group Health Plan, in which Charter HR Educational Services, LLC ' Worksite Employees participate, shall not disclose Enrollee PHI to Charter HR Educational Services, LLC , without first obtaining a written consent (or Valid Authorization, if required), from the individual Worksite Employee or covered Group Health Plan participant about whom the information pertains. Client agrees to provide Charter HR Educational Services, LLC with, or make available, consent and authorization forms, as applicable.

Summary Health Information and De-identified information provided to Charter HR Educational Services, LLC does not require written consent or authorization.

C. Duties and Rights of Charter HR Educational Services, LLC With Respect to Client's Group Health Plan Enrollee PHI

Client Initials
Charter HR Educational Services, LLC

KA
[Signature]

Charter HR Educational Services, LLC agrees to assist Client's Group Health Plan in enrollment of Worksite Employees of Charter HR Educational Services, LLC and Client in the Client's Group Health Plan.

Charter HR Educational Services, LLC agrees not to maintain, receive or collect Enrollee PHI except to the extent that a Worksite Employee or covered participant in the Group Health Plan sponsored by Client has asked for assistance with a plan claim and Charter HR Educational Services, LLC has obtained a written consent, or Valid Authorization (as applicable), from the Worksite Employee or covered participant about which the information pertains.


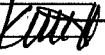
D. Duties and Rights of Group Health Plan(s) Sponsored by Charter HR Educational Services, LLC With Respect to Enrollee PHI

Charter HR Educational Services, LLC agrees that its Group Health Plan(s), in which Charter HR Educational Services, LLC ' Worksite Employees participate, shall not disclose Enrollee PHI to Client, without first obtaining a written consent, or Valid Authorization (as applicable), from the Worksite Employee or covered participant about which the information pertains. Charter HR Educational Services, LLC agrees to provide Client with, or make available, consent and authorization forms, as applicable.

Summary Health Information and De-identified information provided to Client does not require written consent or authorization.

E. Duties and Rights of Client With Respect to Charter HR Educational Services, LLC ' Group Health Plan(s) Enrollee PHI

Client agrees not to maintain, receive or collect Enrollee PHI except to the extent that a Worksite Employee or covered participant in a Group Health Plan sponsored by Charter HR Educational Services, LLC has asked for assistance with a plan claim and Client has obtained written consent, or Valid Authorization (as applicable), from the Worksite Employee or covered participant about which the information pertains.

Client Initials 
Charter HR Educational Services, LLC 

Charter HR Educational Services, LLC

Proposed Solution For

Byron Center Charter School

August 3, 2012

Charter HR Educational Services, LLC Full HR Service Proposal (Sole Employment Contract)

Charter HR Educational Services, LLC HR Administration Fee: 3.1% of gross payroll

Please note: The above percentage is based upon approx. 31 staff members and an estimated gross annual payroll of \$1,164,105.00. Payroll would be provided on a semi-monthly payroll cycle.

Please note that the above Administration Fee does **not** include M.U.S.I.C. Insurance that is required for a Sole Employer relationship with Charter HR Educational Services, LLC Inc. Rates are a straight pass through cost to the school.

Taxes:

Medicare	1.45%
Social Security	6.2%
FUTA	.60% of first \$7,000.00 gross wages
SUTA Michigan	3.36% of first \$9,500.00 gross wages

Workers Compensation:

8810 – Administrative	\$0.12/\$100.00 of gross payroll
8868 – Professional Staff	\$0.25/\$100.00 of gross payroll
9015 – Janitorial/Maintenance	\$2.66/\$100.00 of gross payroll
8832 – Nurses	\$0.26/\$100.00 of gross payroll

Please note: As new hires are added – the appropriate Workers Compensation code and rate would apply. Charter HR Educational Services, LLC bills workers compensation on actual gross payroll by class code, per pay period, with no deposit required.

Charter HR Educational Services, LLC Flex Medical Spending Accounts: \$5.10/per participant per month

Charter HR Educational Services, LLC Terms & Conditions:

- ♦ Benefit premiums are passed through at cost, if there is a change in enrollment the invoice may vary from one pay date to the next
- ♦ Payroll transfers by ACH or Wire 48 hour prior to payday
- ♦ Drug testing and background checks are an additional fee

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The Charter HR Educational Services, LLC Administrative fees include payroll processing and all HR functions and typical Charter Academy tasks listed on the following pages.

Charter HR Educational Services, LLC Incorporated can provide your Charter School with a full range of outsourced human-resource services. With Charter HR Educational Services, LLC taking on these functions, it will bring a Professional HR presence to your school, freeing up time for Directors and Administrators to focus on education and operations rather than personnel administration and compliance issues.

The HR Functions that Charter HR Educational Services, LLC provides on behalf of your Charter School are listed below. Please note that the Charter HR Educational Services, LLC value proposition is not limited to the below functions, but are shown as examples of tasks that we perform for other Charter Schools in Michigan.

- **Personnel – Hiring and Compliance Paperwork**
 - Meet with new hire, distribute, and collect New Hire & Benefit Paperwork
 - Compliance Packet, verification of proper Certifications/Licenses
 - Unprofessional Conduct verification
 - Verification of Employment
 - Confirm salaries, assignment(s), coding
 - Professional Development for supervisors
 - Tracking of proper Certifications and/or Licenses
- **Contracts/Employment Agreements:**
 - Charter HR Educational Services, LLC will create and distribute initial & renewal agreements
 - Collection and verification of signed agreement
- **Misc. Payroll functions / Personnel**
 - System tracking of staff attendance - sick, personal & vacation tracking
 - Sort per location, department or building
 - Direct deposit processing
 - Filing System to maintain employment required documents and state required documents
 - Compliance with all Employee Acknowledgement forms
 - Completion of all terminations – monitor last payment for accuracy
 - Assistance with budget projections (at clients request)
- **Benefits administration:**
 - Benefit enrollment forms to staff, or on-line enrollment
 - Benefit enrollment of staff with vendors / benefit terminations with vendors
 - Reconciliation & Payment of benefit invoices
 - Initial COBRA notification and compliance guaranteed
 - Annual open enrollment process
 - Staff & all employee direct access to benefits specialist for Q & A
- **Flexible Spending**
 - Medical & dependent care reimbursement enrollment, processing & tracking in Charter HR Educational Services, LLC web based HRIS
- **Charter HR Educational Services, LLC 401(k)**
 - Access to Charter HR Educational Services, LLC Multiple Employer Plan (John Hancock)
 - Standard & Roth options, over 100 individual mutual funds
 - Lifestyle & targeted date “auto pilot” options
 - No annual administration fees to your school
 - Charter HR Educational Services, LLC holds fiduciary responsibility: Compliance, testing, & audits

Byron Center Charter School Initials TK
Charter HR Educational Services, LLC Initials Kathy

- **Risk Management**
 - Workers Compensation: Charter HR Educational Services, LLC large group rates, administration, claims verification and management
 - State Unemployment: Administration, claims verification and management
- **HR Consultant**
 - Charter HR Educational Services, LLC HR Consultant makes visits to all buildings to be accessible to staff for better employee relations & communication
 - On-site time to be evaluated and determined by need of individual school
 - Assist with performance management & employee relations issues
- **Charter HR Educational Services, LLC Lead HR Consultant sits in on monthly leadership / staff meetings and board meetings if requested**
- **Charter HR Educational Services, LLC' HRIS can track all data that is required by the State for each staff member/employee Certification requirements**
- **General Ledger integration from our HRIS for accounting purposes if compatible**
- **Charter HR Educational Services, LLC maintains HR Compliance at all times**
- **Charter HR Educational Services, LLC provides Vendor Consolidation strategies**
- **Professional Human Resource Dept is provided for any/all HR Functions, Practices and Procedures:**
 - Dedicated Payroll Specialist
 - Workers Compensation & State Unemployment Specialists
 - Benefits Specialists
 - Administrative HR Staff
 - High-level HR Consultants

Charter HR Educational Services, LLC provides: One System, One Process and More Efficiencies

Byron Center Charter School Initials TK
 Charter HR Educational Services, LLC Initials KMT,

SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM

SCHEDULE 7-1

EDUCATIONAL GOALS AND PROGRAMS

SCHEDULE 7-1

EDUCATIONAL GOALS

Standards for Schools Serving from Kindergarten to Eighth Grade:

Standard #1: On the average of all MEAP tests administered or successor state test administered, the public school academy will meet or exceed the performance of its select peer district. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #2: On the average of all MEAP tests or successor state test administered, the public school academy will meet or exceed the performance of its compositional peer district. The comparison scores for the compositional peer district are populated by the weighted total of MEAP scores from those districts in which the PSA's students physically reside.

Standard #3: The public school academy will not average more than one-half a standard deviation below GVSU's MEAP or successor state test/Free-Reduced Lunch regression model for all grades and subjects included in the model.

Standard #4: The Fall to Spring growth rate of each grade and subject for all groups of pupils for which the administered nationally norm-referenced test is designed will fall at the fiftieth percentile or higher.

Standards for Schools Serving Students from Ninth to Twelfth Grade:

Standard #1: The public school academy will meet or exceed the performance of its select peer district's ACT composite or successor state test performance for all groups of pupils. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #2: The public school academy will not average more than one-half a standard deviation below GVSU's ACT or successor state assessment/Free-Reduced Lunch regression model for all grades and subjects included in the model.

Standard #3: The public school academy will meet or exceed its select peer district's four-year adjusted cohort graduation rate. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #4: The public school academy will meet or exceed its select peer district's annual percent daily attendance for all grades as recorded by the MDE. A select peer

district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Date: April 15, 2013

Kelli Hull
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Byron Center Board of Directors at a properly noticed open meeting held on the 15th day of April, 2013, at which a quorum was present.

Anne Brucille
Board Secretary

SCHEDULE 7-2

CURRICULUM



BYRON CENTER CHARTER SCHOOL

9930 Burlingame Ave. SW, Byron Center, MI 49315 Tom Kruzel - Administrator
Phone: (616) 878-4852 - Fax: (616) 878-7196 - e-mail: office@byroncentercharter.org

K – 5th Grade Curriculum

Kindergarten

Language Arts:

Reading

- Students learn both reading readiness skills, and begin to work on story elements, along with speaking and listening skills.

Phonics

- Letter relationships, names, sounds, phonemic awareness, and vocabulary study are the key elements studied.

Writing

- Forming and recognizing letters, both upper and lower case, along with writing names by memory.

Mathematics:

- Counting and writing numbers, values of numbers, skip counting, identifying and reproducing shapes, patterns, comprehending more, less, and equal to, along with knowing time by the hour are elements studied.

Science

- Observing and identifying living and non living large structured organisms, and awareness of the environment around us and how we relate to and interact with this are topics studied.

Social Studies:

- Topics include the study of people and society, social interactions, and local geography.

Subjects listed below are also taught (following the Michigan state standards):

Physical Education

Music

Art

Computer Technology

Character Education

1st grade

Language Arts:

- Phonemic awareness, reading comprehension and fluency, analyze and compare texts, read/understand many genres, key ideas and details, craft and structure, integration of knowledge and ideas, conventions of standard English, knowledge of language, and vocabulary acquisition and use.

Mathematics:

- Counting and cardinality, operations and algebraic thinking, number and operations in base ten, number and operations-fractions, measurement and data, and geometry.

Writing:

- Conduct a research product, gather information/draw evidence, text types and purposes, production and distribution of writing, research to build and present knowledge, and range of writing.

Speaking/Listening:

- Listen and recount details, present information to listeners, comprehension and collaboration, presentation of knowledge and Ideas

Science

- Topics studied include: forces/motion, earth and the universe, earth systems, ecosystems, and molecular biology.

Social Studies:

- Topics studied include: history as a story, community, maps/terms, economic concepts, and rules.

Subjects listed below are also taught (following the Michigan state standards):

Physical Education

Music

Art

Computer Technology

Character Education

2nd Grade

Language Arts:

- Reading with fluency, application of phonics principles and phonemic awareness, word recognition and vocabulary study. Elements of various forms of writing including narrative text and information text. Comprehension, metacognition, critical thinking standards and reading attitude are studied. Also studied are writing, writing process, grammar and usage, spelling, handwriting, speaking, listening and viewing.

Mathematics:

- Count, write and order whole numbers, larger number addition and subtraction with regrouping and borrowing, place values, multiplication and division, unit fractions, measurement with problem solving, time, money, geometry, data and probability.

Science

- Topics include: inquiry process, reflection and social implications, physical science (matter), life science (living things), earth science (solid earth and fluid earth).

Social Studies:

- Topics include: history (living and working together in communities), geography (world in spatial terms, places and regions, human systems, environment and society), civics and government (Values, principles, structure, functions, roles of citizens).

Economics:

- Market economy

Subjects listed below are also taught (following the Michigan state standards):

Physical Education

Music

Art

Computer Technology

Character Education

3rd Grade

Language Arts:

- Fluency and comprehension strategies, poetry, phonics, and contractions are studied for reading. Writing paragraphs, and introduction to the different parts of the writing process are covered, along with reference material gathering, personal narratives, and oral presentations.

Mathematics:

- Three digit addition and subtraction, place value to the thousands, and using arrays, are covered. Calculators and measurements are also used, along with more instruction on using and counting currency. Identify and compare geometric shapes, perimeter and area, fractions, construct and read bar graphs, use multiplication and division (including remainders) to solve problems, use common units of measurement.

Science

- Topics covered include structure and functions of plants, light and sound, motion (force and simple machines), and natural resources.

Social Studies:

- Topics covered are: Michigan history from American Indians to statehood, purpose and function of Michigan government, Michigan's economic activity, and identify public policy issues in Michigan. Economics lessons on consumer goods and services. Additional lessons on local history and civics.

Subjects listed below are also taught (following the Michigan state standards):

Physical Education

Music

Art

Computer Technology

Character Education

4th Grade

Language Arts:

- Reading instruction includes: fluency, comprehension, applying higher level thinking skills, recognizing plot, setting, characterization and analyzing text to find theme and author's purpose. Writing instruction covers editing, organization of thoughts in pre writing, quotes, introductory statements, the body of work, and good concluding statements. Spelling, learning the parts of speech, oral presentations, and vocabulary studies are also taught.

Mathematics:

- Rounding numbers, learning multiples of 10 and 100, comprehending the associative property, multiplication and division strategies, and beginning decimals and fractions are studied.

Science

- Topics include study of the solar system, energy, electricity, matter, geology, the hydrosphere, and plant and animal adaptations.

Social Studies:

- Michigan history, national and world current events, economic concepts, and geography are taught.

Subjects listed below are also taught (following the Michigan state standards):

Physical Education

Music

Art

Computer Technology

Character Education

5th Grade

Language Arts:

- Reading instruction includes detailed discussion involving plot, setting, and characterization, fluency, comprehending different writing material, applying higher level reading skills, and independent reading strategies. Students will study metaphors, similes, idioms, onomatopoeia, analogies, grammar skills, character traits, problem solving, compare/contrast, and cause/effect. Writing includes editing, organization of thoughts in the prewriting stages, quotations, writing from simple prompts, peer editing, and writing more detailed narrative, expository, descriptive, and persuasive pieces. In addition, the use of the different parts of speech, vocabulary, oral presentations, and spelling are studied.

Mathematics:

- Interpreting place value through the billions, mastering long division and multiplication, add, subtract, and reduce fractions, estimation, equivalents, and basic percentages are studied.

Science

- Topics covered include: force/speed, animal/ human systems, genetics and acquired traits, seasons, sun, moon, solar system, and species adaptation.

Social Studies:

- Topics include: native American life, European Exploration, African life - triangular trade, 3 world interactions, Colonial America, and American Revolution

Subjects listed below are also taught (following the Michigan state standards):

Physical Education

Music

Art

Computer Technology

Character Education



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Middle School

6th – 8th Grade Curriculum

6th Grade

Language Arts:

- Read, analyze, comprehend texts fluently, and using context clues for word recognition. Writing skills taught and utilized include writing essays, speeches, poetry, short stories, while using correct vocabulary words in context. Steps for planning and writing a research paper. Efficient spelling strategies and how to apply them. In addition, appropriate speaking and listening skills are taught and practiced throughout the year.

Mathematics:

- Topics studied include pre-algebra, geometry, rates, ratios, fractions, data interpretation, measurement,

Science

- Life science topics include energy transfer, matter, organisms, plate tectonics, fossils, and rocks, minerals and soils.

Social Studies:

- Topics include study of the history of the western hemisphere, geography and maps studies, economics, and social issues.

Subjects listed below are also taught (following the Michigan state standards):

Physical Education

Music

Art

Computer Technology

7th Grade

Language Arts:

- Grammar usage, writing, reading, and spelling are covered during the 7th grade year. Specific topics include correct sentence structure, identification and proper use of the parts of speech, identify and use the different parts of a paragraph, appropriately capitalize and use punctuation marks, analyze words in context to discover meaning, listening skills, and library protocol and research topics.

Mathematics:

- Lessons follow an integrated learning approach. Content is introduced and practiced in incremental parts. Multiple concepts are practiced daily in order to improve long term retention of learning. Many of the topics are new to the students, so this year may be more of an introduction year with mastery not fully being attained until more practice is done. The main topics of study are numbers and operations, algebra, geometry, measurement, data analysis and probability as well as problem solving. Number and operations includes place value, addition, subtraction, multiplication, division, exponents and estimation. Algebra includes ratios and proportions, patterns, relationships, functions, variables, equations and inequalities. Geometry includes basic terms, properties and relationships of lines, angles, and polygons. It also includes the Pythagorean Theorem, 3-dimensional figures and coordinate geometry. Measurement includes units of measure, perimeter, area, volume and similarity problems. Data analysis and probability includes multiple types of graphs, measures of central tendency and probability. Problem solving includes story problems and real world applications using all of the math skills as needed.

Science

Life science, which, along with the inquiry processes, incorporates material from three different disciplines:

- Life Science, including the organization of living things, cell function, heredity, evolution, and ecosystems.
- Physical Science including forces, motion, energy, and properties and changes in matter.
- Earth Science including earth's systems, solid earth, fluid earth, and earth in space.

Social Studies:

- Geography, maps, and civics are mainly studied in 7th grade social studies. Specific topics include our democracy, laws, branches of government, US citizenship, the constitution, and the political system.

Computer Technology:

- Topics covered are: word processing, typing, power point, and internet research.

Subjects listed below are also taught (following the Michigan state standards):

Physical Education

Music

8th Grade

Language Arts:

- Reading, analyzing, comprehending, both silently and orally with correct fluency. Respond to literary pieces through projects and writing options, connect literature with other areas of life and history. Vocabulary study and sentence usage, study of word origins, and word analogies studied. Writing creative expository, narrative, and descriptive essays, using appropriate grammar and punctuation.

Mathematics:

- Lessons follow an integrated learning approach. Content is introduced and practiced in incremental parts. 8th grade math is a continuation of 7th grade math. The same topics are covered and the same teaching methods are used. Multiple concepts are practiced daily in order to improve long term retention of learning. Because 8th grade is a continuation of 7th grade, concepts are practiced to a deeper and broader extent in 8th grade. The main topics of study are numbers and operations, algebra, geometry, measurement, data analysis and probability as well as problem solving. Number and operations includes place value, addition, subtraction, multiplication, division, exponents and estimation. Algebra includes ratios and proportions, patterns, relationships, functions, variables, equations and inequalities. Geometry includes basic terms, properties and relationships of lines, angles, and polygons. It also includes the Pythagorean Theorem, 3-dimensional figures and coordinate geometry. Measurement includes units of measure, perimeter, area, volume and similarity problems. Data analysis and probability includes multiple types of graphs, measures of central tendency and probability. Problem solving includes story problems and real world applications using all of the math skills as needed.

Science

- The study of earth and space. Specific topics include the study of minerals, rocks, energy resources, soil, erosion, plate tectonics, earthquakes, volcanoes, atmosphere, weather, climate, the ocean, outer space including the sun-moon-earth system, the solar system and the galaxies.

Social Studies:

- The main course of study consists of geography, Michigan history, and US history of the early Americans. Specific topics covered include cultural and political development, the European influence, democracy and self-rule, the early colonial settlers, the major battles around the development of our nation, and US expansion.

Computer Technology:

- Topics include: word processing, typing, power point, and internet research.

Subjects listed below are also taught (following the Michigan state standards):

Physical Education
Music



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High School Classes and Course Description

Language Arts

9th grade

- Textbooks: Literature: Language and Literacy and Writing and Grammar (Prentice Hall)
- Novels/plays—Romeo and Juliet, Watership Down, To Kill a Mockingbird, Miracle Worker, one student-chosen novel around the theme of racism

This class studies poetry, short stories, novels, and plays. Students compose several essays and creative pieces of writing, applying grammatical and writing techniques that are taught in class to improve writing effectiveness and enhance communication.

10th grade

- Textbook: The Longman Writer: Rhetoric, Reader, Research Guide, and Handbook
- Novels/plays: All Quiet on The Western Front, The Count of Monte Cristo, Midsummer Night's Dream, one student-chosen, modern literature novel

This class delves into a continuation of literature as laid out by the Michigan Content Expectations and Common Core. Students compose several essays throughout the year and a persuasive research paper focused on a controversial issue in society. Writing form, function, and techniques are stressed through a process of peer and teacher feedback and revisions.

11th grade

- Elements of Literature/Sixth Course: Literature of Britain with World Classics (Holt, Rinehart, Winston).
- Novels/plays: Beowulf, Macbeth, Jane Eyre, Tale of Two Cities

Students study classic literature from Great Britain and the world in the historical contexts in which they were composed. Students compose several pieces of writing including a research paper around the subject of finance/money management.

12th grade

- Prentice Hall Literature: The American Experience (Penguin)
- Novels/Plays: The Crucible, Hamlet, The Adventures of Huckleberry Finn, Grapes of Wrath, and a student-chosen novel on the theme of social injustice.

Students read and respond to the writings of American authors. Students compose several essays and writing assignments in response to the literature including a research paper exploring a social injustice in the world today.

Mathematics

- Algebra

Students are taught algebraic expressions, order of operations, and ways to solve algebraic equations. Graphs, formulas, rational and irrational numbers are also studied.

- Geometry

Students study and work with terms such as polygons, perpendicular and parallel lines, reflections, translations, rotations, and congruency. The class focuses on comprehension and practical application of geometric figures using calculation and proofs.

- Advanced Algebra

The advanced algebra courses use the skills taught in basic algebra to go beyond the basics. Students will learn to comprehend, analyze, synthesize, compute, and predict specific algebraic properties and principles.

- Statistics

This class breaks down and analyzes numbers and statistics based upon data gathered from different areas. The students focus on the terms what, where, why, how and when while analyzing, creating, and predicting statistical outcomes.

Science

- Physical Science

This is a pre-physics and pre-chemistry course designed to explore the relationship between the natural and physical world. Standards based energy, matter, motion, forces, mechanics, thermodynamics, waves and optics, electricity and magnetism, atomic particles and structure, chemical and physical properties, bonds and reactions, solutions, and acids and bases.

- Biology

This course focuses on the scientific method and measurement, basic chemistry, organic compounds, cell structure and function, cell growth and reproduction, classification systems, genes, chromosomes, DNA, genetics, the biology of the human body, and ecosystems.

- Chemistry

This course is designed to help students understand basic chemical principles and master problem-solving skills. Students will develop an understanding of how those concepts and skills are relevant to other courses and their daily lives. Chemical topics covered in the course include basic science concepts, measurements, atomic theory, bonding, stoichiometry, states of matter, solutions, acids & bases, and nuclear chemistry.

- Environmental Science

This course is designed to immerse students in the physical, biological, and earth systems sciences that shape our environment. Scientific concepts, principles and modern science practices allow students to analyze environmental issues, both natural and human induced, and engage in evidence-based decision making in real world contexts.

- Anatomy

This course is designed to introduce students to human anatomy and some physiology, with emphasis on the systems of the body and how they are interrelated. The areas covered include the basic anatomy terminology, cell and tissue structure, and the 11 systems of the human body, (integumentary, skeletal, muscular, nervous, endocrine, circulatory, lymphatic, digestive, respiratory, urinary and reproductive - male and female).

Social Studies

- US History

While studying US history, students will demonstrate knowledge of people, events, ideas, institutions, and historical movement that have contributed significantly to the development of the United States as a nation. With an emphasis from the reconstruction period to the present, students will also be able to understand the diversity and unity in our American society, how it started, and how it relates to us today.

- World History

Students will demonstrate knowledge of regional, world governmental organizations, and world religions. They will also demonstrate knowledge of historical foundations of major cultures in the Eastern and Western Hemispheres. Students will also apply the knowledge learned to construct meaning of the world we live in by reading, gathering, interpreting, analyzing, synthesizing, and evaluations historical information.

- Government

Students will study the constitution, the foundations of American government, the branches of government, and how their participation in the governmental process can shape our nation.

- Economics

While studying economics, students will learn how our economic system and our economy are related. Emphasis is placed on the practical aspects of how we, as individuals, are affected by our actions within the economic system. Students will learn how this relates to being a consumer and investor, and the nature of supply and demand. Microeconomics: how institutions manage our nation's economy, and how economy is intertwined with the international communities is also studied. Students will also learn practical personal finance with an emphasis on how to manage money as an adult.

Computer/Technology

All students have access to and use computer technology on a regular basis at the school. Staff teach and oversee the students' progress by using the grade level technology standards supplied by the State of Michigan. In addition, students receive instruction and use technology on assessments, educational development planning, and on skills needed for a college/career.

Spanish

Spanish 1:

- Introduces students to the target language
- Develops basic verbal communication skills
- Introduces students to reading, writing, culture, connections, and communities
- Teaches present tense verb conjugation
- Teaches primary vocabulary such as greetings, family, school, and daily routine

Spanish 2:

- Reinforces the fundamental skills acquired by the students in Spanish 1
- Develops listening, speaking, reading, and writing skills
- Increases cultural awareness
- Reinforces present tense verb conjugation and teaches past tense verb conjugation
- Expands student vocabulary in areas such as travel, health, and pastimes.

Vocal and Instrumental Music, Music Appreciation, and Fine Arts

The curriculum is designed to include the Michigan state standards. Students at the high school can choose from various forms of the study of music and the arts. Expressions of creativity come through in singing, playing an instrument, and the study of music and drama. Students will take at least one credit while in high school, and may choose more if desired.

Physical Education

The curriculum is designed to include the Michigan state standards. High school students take one credit of physical education while in school. Besides learning the value and appreciation of the different athletic venues, students study how nutrition and exercise affect health. There is an emphasis on personal fitness while taking physical education.

On-line Classes

Students in the high school may take one or more classes on line in the computer lab through the Michigan Virtual High School. A variety of classes including core and non core subjects, along with foreign languages can be studied on line.

Vocational Instruction

Students may choose in their junior and senior year to take vocational classes at the Kent Career Technical Center. A variety of vocational classes are offered away from the school, where by valuable trade skills are acquired, while also studying the core classes in school.

Dual Enrollment

Students who are eligible may dual enroll in a local college for one class their junior year, or up to two classes their senior year while still attending high school. A variety of classes may be taken if they are not offered or available at the high school.

Willing to Wait

Outline of Sessions

SESSION 1.....

Sex: Everybody's Talking About It

Students will:

1. Begin to verbalize their thoughts and feelings about teen sexual involvement.
2. Discover reasons some teens are choosing to be sexually active.
3. Identify areas to consider in sexual decision making: health risk, pregnancy risk, emotional/relational issues, personal values and beliefs.

SESSION 2.....

Sexually Transmitted Diseases / HIV & AIDS

Students will:

1. Be able to name common sexually transmitted diseases (STDs), list symptoms, and understand transmission of STDs.
2. Realize dangers of untreated STDs including pain, sterility and damage to organs.
3. Discuss prevention of STDs, identifying abstinence as the only guaranteed prevention.
4. Discuss who is at risk for HIV/AIDS, characteristics of the disease, and prevention.

SESSION 3.....

Teenage Pregnancy

Students will:

1. Explore how teenage pregnancy affects educational goals, finances, employment, social life and relationships.
2. Understand how parenthood would also impact their child's health and well being.
3. Recognize the teen male's responsibilities and challenges as a parent.
4. Review basic facts and terminology related to fertilization and the early stages of pregnancy.
5. Recognize the importance the father has in the life of the child.

SESSION 4.....

Emotional/Relational Issues, Making Choices

Students will:

1. Realize that personal values guide sexual behavior.
2. Understand the emotional/relational consequences that can result from sexual encounters outside of marriage.
3. Understand facts of contraceptive use and apply facts in evaluating "safe sex" message.
4. Review reasons for choosing abstinence as a physically and emotionally healthy choice.

Relationships & Sexuality

Outline of Sessions

SESSION 5.....

Handling Pressure and Setting Standards

Students will:

1. Learn to show self-control and respect as they clearly communicate their personal limits and values.
2. Recognize pressure "lines" and appropriate responses.
3. Recognize the importance of good friendships, healthy environments and staying drug and alcohol-free in setting healthy dating standards.
4. Recognize the common date rape drugs and the effects they have on the body.

SESSION 6.....

Dating

Students will:

1. Discuss the difference between affection and arousal and learn to set personal limits.
2. Learn the purpose of dating. (H.S.)
3. Learn the difference between love, infatuation and sexual desire. (H.S.)
2. Learn the steps to practicing abstinence even if they've been sexually active in the past.
3. Discover creative ways to express love and caring in non-sexual ways.
4. Explore ways to respond to various dating decisions such as age differences, breaking up, people with different values, etc.

SESSION 7.....

Healthy Relationships / Unhealthy Relationships

Students will:

1. Identify qualities desired in a date and in a lifetime partner.
2. Discuss dynamics of healthy relationships: respect, similar values, caring, honesty, compromise and communication.
3. Understand dynamics of unhealthy teen relationships that are physically, verbally or emotionally abusive.
4. Discuss date rape and learn skills to protect themselves from potential abuse.
5. Recognize the benefits of a marriage relationship.

SESSION 8.....

Real Love Waits

Students will:

1. Review the freedoms enjoyed when choosing an abstinent lifestyle through a speaker, peer drama team or video as schedule permits.
2. Participate in general question and answer session and post course evaluation.
3. Be provided with an opportunity to make a pledge of abstinence until marriage for themselves and their future spouse.

SCHEDULE 7-3

STAFF RESPONSIBILITIES



BYRON CENTER CHARTER SCHOOL

9930 Burlingame Ave. SW, Byron Center, MI 49315 Tom Kruzel - Administrator
Phone: (616) 878-4852 - Fax: (616) 878-7196 Email: office@byroncentercharter.org

Except as otherwise provided by law, the Academy shall use certified teachers according to state board rule. The Academy may use noncertified individuals to teach as follows:

- (a) A classroom teacher in any grade a faculty member who is employed full-time by the state public university and who has been granted institutional tenure, or has been designated as being on tenure track, by the state public university, and
- (b) In any other situation in which a school district is permitted under this act to use non-certificated teachers.

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Chief Administrative Officer
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Board of Directors

Job Summary

The Chief Administrative Officer (CAO) provides leadership for all aspects of the day-to-day operations of the School while serving as a centralizing leadership figure within the school and the local community. While working closely with, and reporting directly to, the Board of Directors ("Board"), the CAO will tend to the issues that concern the school as a whole and will facilitate communication/build consensus among the teachers, staff, families and Board. The CAO should have a larger vision for the future direction of the school while continuing to support and encourage the preservation of schools mission throughout the school.

Duties and Responsibilities

- Maintain a safe, orderly environment for adults and children
- Authorize expenditures within budget
- Attend, arrange for and prepare for meetings with the Board
- Maintain requirements of Codes for present facilities
- Represent and interpret school program to the community
- **Supervise Staff**
 - Provide a sounding board for teaching staff
 - Monitor and attend teacher meetings
 - Participate in parent conferences as needed
 - Meet individually with faculty/staff as needed
 - Help provide resources for the teaching staff
 - Evaluate with the staff their in-service training needs and find, or help plan for, training experiences to meet these needs
 - Help facilitate communication between staff members, and between staff and parents
 - Participate in the interviewing and hiring of faculty and staff
 - Makes final decision and contacts media for changes in daily hours of operations
 - Develop school calendar for recommendation to the board
- **Drive Communication and Development for Parents**
 - Be available at scheduled times weekly for conferences, informal conversations, or phone calls with parents
 - Be available at for unscheduled talks with parents when needed. In these contacts, serve as a listener, a consultant, a trouble-shooter, or a communicator of school procedure or policy, as appropriate to the situation

- Set tone that allows and encourages parent involvement in the school
- Consults with parent groups about planned activities
- Develop and maintain a parent handbook to acquaint parents with school program, procedures, policies, services, events, calendar, staff, etc
- **Educational Community Responsibilities**
 - Research and stay informed about expectations of local public and private schools for children of various ages or grade levels
 - Be a resource for staff, parents, and Board about educational issues that are relevant to them
 - Maintain correspondence and other requirements of relationships with Grand Valley State University, Michigan Department of Education and other professional member organizations
 - Public Relations and Community Responsibilities
 - Serve as primary communicator and director of communications between the Board and staff and the Board and parent body
 - Be available for interviews at public relations events for the school
 - Oversight of advertising, update website and brochures
 - Prepare and release press releases to relevant local media
- **Program Responsibilities**
 - Determine resources and techniques to determine whether program goals are being met
 - Observe in each classroom and meet monthly with teaching teams
 - Meet with teaching members to determine if the curriculum and instruction meets the needs of the students
 - Determine professional development needs for Teachers and Assistants
 - Prepare all reports for outside agencies, including the State of Michigan Department of Education and Department of Human Services
 - Plan and provide on-site professional development education for teachers
 - Plan and Implement Parent Development seminars and events
 - Be responsible for teacher requests for days off; keep a log of teachers' attendance
- **Admissions**
 - Answer all inquiries and meet with parents as needed
 - Maintain relationship with current families of enrolled students
 - Maintain up to date information on classroom openings and full-time equivalents, financial reports, and projections
 - Communicate with teachers regarding what is expected of them during Open Houses and school events
 - Work with the teachers to assist them in managing behavior and/or challenging issues in the classroom
 - Work with staff and faculty members to problem solve or to mediate disputes among co-workers
 - Work along with staff to determining and implementing a plan to address a child who presents a special need, including meeting with the family

and/or providing the family with resources needed to address the need, which may include a change in schools

- Work with staff to determine if any students should not be promoted to the next grade
- Any additional duties the Board members deems important for the general community and health of the school

Knowledge, Skills, and Abilities

- Strong advocate for charter school education
- Previous experience working in a K-12 school required; some leadership experience preferred
- Robust leadership skills
- Experience creating an organization and maintaining sustainability preferred
- Proven experience with staff supervision and budget management
- Ability/willingness to lead in fund development, including identification of financial sources and meeting with various representatives
- Highly self-motivated
- Strong written and verbal communication skills
- Appreciation for students with learning differences as well as for students from diverse family and socio-economic situations
- Experience with a wide variety of computer hardware & software

Credentials and Experience

- Bachelor's degree in Educational Leadership/Administration with emphasis preferred in curriculum, supervision, evaluation, educational leadership and related fields
- Masters Degree preferred
- Business and administrative experience
- Five plus years of experience working with children
- Administrator/Principal certification and/or experience strongly recommended, or be eligible for Administrative Certification
- Prior classroom teaching experience preferred
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Incumbent must be able to lift 25 pounds
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor

- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Both indoor and outdoor environment are typically found in a childcare facility
Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Assistant Principal
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Chief Administrative Officer (CAO)

Job Summary

The Assistant Principal's primary responsibility is the supervision, discipline, and monitoring of students. The Assistant Principal, under the direction of the Chief Administrative Officer, implements and enforces school board policies, administrative rules and regulations.

Duties and Responsibilities

- Adheres to and enforces board policy, school guidelines, and Administrative directives
- Enforces guidelines to maintain proper discipline and conduct
- Assists in the development and administration of policies dealing with discipline, conduct, and attendance
- Communicates relevant policies and procedures with regard to student discipline and conduct, to students, staff, and parents
- Assists the CAO with student expulsions
- Supervise Staff
 - Provide a sounding board for teaching staff
 - Monitor and attend teacher meetings
 - Participate in parent conferences as needed
 - Meet individually with faculty/staff as needed
 - Help provide resources for the teaching staff
 - Evaluate with the staff their in-service training needs and find, or help plan for, training experiences to meet these needs
 - Help facilitate communication between staff members, and between staff and parents
 - Participate in the interviewing and hiring of staff if requested by CAO
- Maintains an effective and safe school environment
- Assists CAO with fire, storm and tornado drills on a regular basis and is able to implement emergency evacuations and lock-downs effectively
- Prepares required reports and paperwork such as discipline reports, suspension reports, expulsion paperwork, discrimination complaints, injury reports, parent communications, and other paperwork as assigned
- Assists in the selection and mentoring of staff
- Works as a team member to meet the system-wide needs of the district
- Assists in supervision of special events
- Assists in the care and management of the building and grounds, furniture, equipment, apparatus, books, and supplies
- Notifies the Maintenance Supervisor when maintenance is needed

- Performs other duties as assigned by the CAO

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving

- Identifies and resolves problems in a timely manner
- Gathers and analyzes information skillfully
- Develops alternative solutions
- Works well in group problem solving situations
- Uses reason even when dealing with emotional topics

Student Focus & Management

- Manages difficult or emotional student situations
- Responds promptly to student needs
- Solicits feedback to improve delivery
- Responds to requests for service and assistance
- Meets commitments

Oral Communication

- Speaks clearly and persuasively in positive or negative situations
- Listens and gets clarification
- Responds well to questions
- Demonstrates group presentation skills
- Participates in meetings

Team Work

- Exhibits objectivity and openness to others' views
- Gives and welcomes feedback
- Contributes to building a positive team spirit
- Able to build morale and group commitments to goals and objectives
- Supports everyone's efforts to succeed
- Recognizes accomplishments of other team members

Written Communication

- Writes clearly and informatively
- Edits work for spelling and grammar
- Varies writing style to meet needs
- Presents numerical data effectively
- Able to read and interpret written information

Change Management

- Develops workable implementation plans
- Communicates changes effectively
- Builds commitment and overcomes resistance
- Prepares and supports those affected by change

- Monitors transition and evaluates results

Organizational Support

- Follows policies and procedures
- Completes administrative tasks correctly and on time
- Supports organization's goals and values
- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

- Prioritizes and plans work activities
- Uses time efficiently
- Plans for additional resources
- Sets goals and objectives

Safety and Security

- Observes safety and security procedures
- Determines appropriate action beyond guidelines
- Reports potentially unsafe conditions

Credentials and Experience

- Bachelor's degree in Education or similar required
- Master Degree Preferred
- At least five years full time experience in education
- Current Michigan Teaching Certification
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Incumbent must be able to lift 25 pounds
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Both indoor and outdoor environment are typically found in a childcare facility
Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Curriculum Coordinator
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Chief Administrative Officer (CAO)

Job Summary

Provide leadership, coordination and administrative support in the ongoing development, implementation and administration of all phases of the School's curriculum cycle.

Duties and Responsibilities

- Guides development, implementation, and ongoing evaluation of curriculum alignment with federal and state standards
- Works with the CAO in the improvement of individual staff competencies and evaluations.
- Plans and directs in-service training programs for staff
- Frequently observe classroom instruction, to encourage guide and support the faculty
- Responsible for K-12 programming
- Assists in the development and coordination of the sections of local school budgets that pertain to curriculum and staff development
- Responsible for performance reports and program evaluations to Office Manager and CAO
- Performs such other tasks and assumes such other responsibilities as may be assigned by the Chief Administrative Officer

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving

- Identifies and resolves problems in a timely manner
- Gathers and analyzes information skillfully
- Develops alternative solutions
- Works well in group problem solving situations
- Uses reason even when dealing with emotional topics

Analytical

- Synthesizes complex or diverse information
- Collects and researches data
- Uses intuition and experience to complement data
- Designs work flows and procedures

Oral Communication

- Speaks clearly and persuasively in positive or negative situations

- Listens and gets clarification
- Responds well to questions
- Demonstrates group presentation skills
- Participates in meetings

Team Work

- Exhibits objectivity and openness to others' views
- Gives and welcomes feedback
- Contributes to building a positive team spirit
- Able to build morale and group commitments to goals and objectives
- Supports everyone's efforts to succeed
- Recognizes accomplishments of other team members

Written Communication

- Writes clearly and informatively
- Edits work for spelling and grammar
- Varies writing style to meet needs
- Presents numerical data effectively
- Able to read and interpret written information

Change Management

- Develops workable implementation plans
- Communicates changes effectively
- Builds commitment and overcomes resistance
- Prepares and supports those affected by change
- Monitors transition and evaluates results

Organizational Support

- Follows policies and procedures
- Completes administrative tasks correctly and on time
- Supports organization's goals and values
- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

- Prioritizes and plans work activities
- Uses time efficiently
- Plans for additional resources
- Sets goals and objectives

Safety and Security

- Observes safety and security procedures
- Determines appropriate action beyond guidelines
- Reports potentially unsafe conditions

Credentials and Experience

- Bachelor's degree in Education or similar required

- Master Degree Preferred, Curriculum or Teaching focus
- At least five years full time experience in education
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Incumbent must be able to lift 25 pounds
- Must be able to sustain a high level of energy
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Guidance Counselor
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Chief Administrative Officer (CAO)

Job Summary

The primary function of the school guidance counselor is to provide a comprehensive competency-based counseling program focused on the learning, personal/social and career/vocational needs of all students.

Duties and Responsibilities

- Adhere to and support board policy, school guidelines, administrative rules and directives
- Make him/herself available to all students seeking guidance and counseling services
- Advocate on behalf of the student and/or his/her family
- Take all necessary and reasonable precautions to protect students
- Facilitate outreach efforts to provide services to students, parents/guardians and staff
- Connect students, parents/guardians and staff with specialized referral agencies
- Understand, evaluate, and interpret academic performance data
- Interpret information about students to the student, their parents/guardians, and staff
- Implement individual and group counseling methods that are appropriate
- Conduct career and educational planning activities
- Participate in in-service activities promoted by the School
- Submit required reports promptly and accurately
- Create student schedules
- Perform other duties as assigned by the CAO

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving

- Identifies and resolves problems in a timely manner
- Gathers and analyzes information skillfully
- Develops alternative solutions
- Works well in group problem solving situations
- Uses reason even when dealing with emotional topics

Student Focus & Management

- Manages difficult or emotional student situations
- Responds promptly to student needs

- Solicits feedback to improve delivery
- Responds to requests for service and assistance
- Meets commitments

Oral Communication

- Speaks clearly and persuasively in positive or negative situations
- Listens and gets clarification
- Responds well to questions
- Demonstrates group presentation skills
- Participates in meetings

Team Work

- Exhibits objectivity and openness to others' views
- Gives and welcomes feedback
- Contributes to building a positive team spirit
- Able to build morale and group commitments to goals and objectives
- Supports everyone's efforts to succeed
- Recognizes accomplishments of other team members

Written Communication

- Writes clearly and informatively
- Edits work for spelling and grammar
- Varies writing style to meet needs
- Presents numerical data effectively
- Able to read and interpret written information

Change Management

- Develops workable implementation plans
- Communicates changes effectively
- Builds commitment and overcomes resistance
- Prepares and supports those affected by change
- Monitors transition and evaluates results

Organizational Support

- Follows policies and procedures
- Completes administrative tasks correctly and on time
- Supports organization's goals and values
- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

- Prioritizes and plans work activities
- Uses time efficiently
- Plans for additional resources
- Sets goals and objectives

Safety and Security

- Observes safety and security procedures
- Determines appropriate action beyond guidelines
- Reports potentially unsafe conditions

Credentials and Experience

- Bachelor's degree in Teaching, Counseling , Social Work or similar required
- Master Degree Preferred, Counseling or Social Work
- At least five years full time experience in education
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Incumbent must be able to lift 25 pounds
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Both indoor and outdoor environment are typically found in a childcare facility
Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Maintenance Supervisor
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Chief Administrative Officer (CAO)

Job Summary

Oversees all functions and operations related to the upkeep, repair, and improvement of facilities and grounds; upgrades the effectiveness and efficiency of maintenance and custodial staff. Helps plan and oversee the budgets for capital outlay projects and other assignments as directed by the Chief Administrative Officer (CAO).

Duties and Responsibilities

- Assign jobs to specific personnel and provide coordination among maintenance functions
- Ensure that safety practices are followed
- Assist in all work areas when and where needed
- Direct the work of assigned maintenance personnel
- Perform energy management setup changes
- Pick up surplus property and process for auction or disposal
- Provide advisory assistance in regard to equipment and facility needs and conditions
- Supervise and train the maintenance personnel for maximum productivity
- Inspect school and grounds on a regular basis to ensure a safe and desirable condition for learning
- Maintain all equipment manuals, equipment warranties, and tool inventories
- Review work orders to ensure proper documentation and obtain receipts to be submitted to Office Manager for all expenditures
- Establish and evaluate the preventive maintenance program
- Develop and update site plans showing utilities that serve the school or are on School Board property
- Direct employees in the use of safety equipment and procedures
- Demonstrate initiative in the performance of assigned responsibilities
- Ensure adherence to good safety standards
- Model and maintain high ethical standards
- Follow attendance, punctuality and proper dress rules
- Maintain confidentiality regarding school/workplace matters
- Meet and deal effectively with the general public, staff members, students, parents, administrators and other contact persons using tact and good judgment
- Participate successfully in the training programs offered to increase skill and proficiency related to assignment

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following

competencies:

- ***Language Ability:***
 - Ability to read and comprehend simple instructions, short correspondence, and memos
 - Gather Information in one-on-one, from small group situations, and from other individuals within the organization
 - Reliable Transportation
- ***Problem Solving:***
 - Identifies and resolves problems in a timely manner
 - Gathers and analyzes information skillfully
 - Develops alternative solutions
 - Works well in group problem solving situations
 - Uses reason even when dealing with emotional topics
- ***Project Management***
 - Develops project plans
 - Coordinates projects
 - Communicates changes and progress
 - Completes projects on time and budget
 - Manages project team activities
- ***Reasoning Ability:***
 - Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions
 - Ability to deal with problems involving a few concrete variables in standardized situations
- ***Managing People***
 - Includes staff in planning, decision-making, facilitating and process improvement
 - Makes self available to staff
 - Provides regular performance feedback
 - Solicits and applies customer feedback (internal and external)
 - Improves processes, products and services

Credentials and Experience

- High school diploma or General Education Degree (GED)
- One to three months related experience and/or training, or equivalent combination of education and experience
- Criminal Justice Fingerprint/Background Clearance

Physical Demands/ Work Environment:

- The employee must frequently lift and/or move up to 50 pounds
- While performing the duties of this job, the employee is frequently required to walk, reach with hands and arms, climb or balance, stoop, kneel, crouch, or crawl, and talk or hear

- While performing the duties of this job, the employee is frequently exposed to outdoor weather conditions. The employee is occasionally exposed to extreme cold or heat
- The noise level in the work environment is usually moderate

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Administrative Support
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Business Manager/CAO

Job Summary

The basic job functions of a Front Desk Receptionist is to greet the general public, students, parents and other parties that arrive at the school in person or by phone. The most important job that the receptionist performs is to serve as the “gate keeper” to the school. See list below for job responsibilities.

Duties and Responsibilities

- Directs all incoming calls
- Directs all inquiries and visitors
- Ensures front office phone line remains as clear as possible for emergency calls
- Returns voice mail messages
- Issues tardy passes
- Manages student messages
- Manage student medical needs (medicine distribution, tracking, coordinating with parents/guardians)
- Maintains reception bulletin board
- Assists parents and students with admissions requirements/process, gives tours, sets appointment with administrator if requested
- Maintains student records to ensure completeness, accuracy, and timeliness
- Contacts parents, if needed, to acquire any missing enrollment information
- Maintains records of classroom openings and waiting lists
- Completes student reports to MDE, GVSU, Kent ISD, and Kent County in a timely manner
- Creates and disseminates communications to students and parents
- Ensures main entrance security
- Ensures front desk is continually covered during posted office hours
- Provide administrative support to CAO & Business Manager as requested
- Other duties as assigned

Knowledge, Skills, and Abilities

To perform the job successfully, an individual should demonstrate the following competencies:

- **Problem Solving**
 - Identifies and resolves problems in a timely manner
 - Gathers and analyzes information skillfully

- Develops alternative solutions
- Works well in group problem solving situations
- Uses reason even when dealing with emotional topics
- **Customer Service**
 - Strong customer service skills
 - Manages difficult or emotional situations
 - Responds promptly to students, parent, and staff needs
 - Finds ways to help students improve self esteem issues and build confidence
- **Team Work**
 - Exhibits objectivity and openness to others' views
 - Gives and welcomes feedback
 - Contributes to building a positive staff spirit
 - Supports everyone's efforts to succeed
 - Recognizes accomplishments of other team members
- **Dependability**
 - Responds to management direction
 - Takes responsibility for own actions and keeps commitments
 - Commits to long hours of work when necessary to reach goals
 - Completes tasks on time or notifies appropriate person with an alternate plan

Credentials and Experience

- Associate or Bachelor's Degree in Administrative Services or similar preferred
- Criminal Justice Fingerprint/Background Clearance
- Experience with a variety of office computer & software products
- Intermediate to advanced skills in word processing, spreadsheets, and data base programs

Physical Demands / Work Environment

- Primary worksite will be in an office environment
- Must be able to occasionally lift up to 25 pounds
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Must possess acceptable hearing and visual capabilities in order to monitor the environment
- Must be able to excel in an ambiguous and continuously changing environment
- Will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Office/Business Manager
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Chief Administrative Officer

Job Summary

Analyzes and organizes office operations and procedures such as bookkeeping, preparation of payrolls, personnel, information management, filing systems, requisition of supplies, and other school administrative & compliance services.

Duties and Responsibilities

- Manages day-to-day flow of the Business Office, including AP, AR, student, staff & class accounts
- Pay vendors on a timely basis
- Produce monthly financial statements by the 10th working day of each month including but not limited to:
 - Income Statement (budget vs. actual & month vs. ytd)
 - Balance Sheet
 - Bank Reconciliations for all cash accounts
 - Accounts Receivable analysis
 - Staff budget reports
 - Narrative Summary
- Prepare yearly budgets in partnership with CAO
- Prepare for audits
- Maximizes office productivity through proficient use of appropriate software applications
- Develops school budget and initiates cost reduction programs
- Reviews clerical and personnel records to ensure completeness, accuracy, and timeliness
- Prepares reports for guidance of management & board
- Prepares & submits reports for state, Kent ISD, and GVSU compliance
- Attend board meetings on a regular basis
- Researches and develops resources that create timely and efficient workflow
- Establishes uniform correspondence procedures and style practices
- Formulates procedures for systematic retention, protection, retrieval, transfer, and disposal of records
- Coordinates activities of various clerical departments or workers within department
- Maintains contact with students, parents, staff and outside vendors
- Manage school calendar
- Maintains substitute records and provide staff with information on use of the system

- Posts events and all required documents to school website
- Sorts and delivers mail daily and manages postage for outgoing mail

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

- ***Problem Solving***
 - Identifies and resolves problems in a timely manner
 - Gathers and analyzes information skillfully
 - Develops alternative solutions
 - Works well in group problem solving situations
 - Uses reason even when dealing with emotional topics
- ***Project Management***
 - Develops project plans
 - Communicates changes and progress
 - Completes projects on time and budget
 - Manages project team activities
- ***Customer Service***
 - Manages difficult or emotional student situations
 - Responds promptly to students, parent, and staff needs
- ***Team Work***
 - Exhibits objectivity and openness to others' views
 - Gives and welcomes feedback
 - Contributes to building a positive staff spirit
 - Able to build morale and group commitments to goals and objectives
 - Supports everyone's efforts to succeed
 - Recognizes accomplishments of other team members
- ***Managing People***
 - Includes staff in planning, decision-making, facilitating and process improvement
 - Makes self available to staff
 - Provides regular performance feedback
 - Solicits and applies customer feedback (internal and external)
 - Improves processes, products and services
- ***Dependability***
 - Responds to management direction
 - Takes responsibility for own actions and keeps commitments
 - Commits to long hours of work when necessary to reach goals
 - Completes tasks on time or notifies appropriate person with an alternate plan

Credentials and Experience

- Bachelor's degree in Accounting or Finance preferred
- 2 – 3 years related experience
- Knowledge of Generally Accepted Accounting Principals (GAAP)
- Knowledge of Michigan public school financial reporting
- Criminal Justice Fingerprint/Background Clearance
- Intermediate to advanced skills in word processing, spreadsheets, and data base programs

Physical Demands / Work Environment

- Primary worksite will be in an office environment
- Must be able to occasionally lift up to 25 pounds
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Must possess acceptable hearing and visual capabilities in order to monitor the environment
- Must be able to excel in an ambiguous and continuously changing environment
- Will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Para-Professional/Teacher Aide
Status: Full-time, Exempt / Part-time, Non-Exempt
Pay Range: Commensurate with Experience
Reports To: Teacher/Principal/CAO

Job Summary

Assist the grade level Teachers in planning and implementing learning experiences that advance the intellectual, emotional, social, and physical development of children within a safe, healthy learning environment.

Duties and Responsibilities

- Discusses assigned teaching area with classroom teacher to coordinate instructional efforts
- Plans, prepares, and develops various teaching aids such as bibliographies, charts, and graphs
- Presents subject matter to students, utilizing variety of methods and techniques such as lecture, discussion, and supervised role playing
- Administers and grades examinations as needed
- Assists students, individually or in groups, with lesson assignments to present or reinforce learning concepts
- Confers with parents on progress of students

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

- Demonstrate the ability to relate joyfully to children
- Classroom management skills
- Active listening skills
- Professional etiquette and demeanor
- Ability to work in a fast-paced environment
- Strong interpersonal skills
- Reliable transportation
- Ability to:
 - Apply learning and training in a classroom environment
 - Work outside of regular schedule when required
 - Connecting with Children
 - Deal with Uncertainty
 - Support Diversity
 - Be Dependable
 - Show Emotional Control
 - Handle Pressure
 - Have a Positive affect with students and parents

- Respond to parent/student inquiries
- Provide formative, thorough feedback on assign

Credentials and Experience

- Associate or Bachelor's Degree preferred
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily performed in the classroom environment. Classrooms are dynamic with a high level of activity. Work may also be performed at community sites for field trip.
- Incumbent must be able to lift up to 25 pounds
- Stand up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Have the agility to move from a seated position to a standing position promptly to respond to emergency situations
- Perform all activities with children, i.e. jump, dance, walk, run, etc. for extended periods of time
- Both indoor and outdoor environment are typically found in a childcare facility. Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Incumbent will need to be flexible and be able to respond quickly and appropriately to changing situations
- Work hours may vary to meet the needs of the children
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Resource Specialist
Status: Part-Time or Full -time, Exempt
Pay Range: Commensurate with Experience
Reports To: Principal/Chief Administrative Officer

Job Summary

Works both individually and with other teaching staff to instruct academic subjects to students requiring remedial work or additional assistance using special-help programs to improve scholastic performance.

Duties and Responsibilities

- Teaches basic subjects such as reading and math, applying lesson techniques designed for short attention spans
- Administers achievement tests and evaluates test results to discover level of various skills
- Augment course content in the form of remediation, modification and enrichment
- Coordinates the development of and implements student's IEPs and attend IEP conferences as needed
- Utilize an adopted course of study, instructional program guidelines, and other materials in planning and developing lesson plans
- Develops lesson plans and instructional materials and provides individualized and small group instruction in order to adapt the curriculum to the needs of each student
- Uses a variety of instruction strategies, such as inquiry, group discussion, lecture, discovery, etc
- Translates lesson plans into learning experiences so as to best utilize the available time for instruction
- Review, analyze and evaluate individual student histories and background in order to design instructional programs to meet individual needs
- Evaluates students' academic and social growth, keeps appropriate records, and prepares progress reports
- Tracks student contact time for appropriate reporting as requested by administration
- Review, analyze, evaluate, and report pupil academic, social, and emotional growth
- Counsel and confer with parents, school and district personnel regarding pupil progress
- Cooperatively pursue alternative solutions to pupil learning problems
- Establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere in the classroom
- Grade student work and enter grades into an online grade book in a timely manner
- Communicates with parents through conferences and other means to discuss students' progress and interpret the school program
- Identifies student needs and cooperates with other professional staff members in

- assessing students' health, attitude, and learning problems
- Maintains order in classroom and on playground

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving

- Identifies and resolves problems in a timely manner
- Gathers and analyzes information skillfully
- Develops alternative solutions
- Works well in group problem solving situations
- Uses reason even when dealing with emotional topics

Student Focus & Management

- Manages difficult or emotional student situations
- Responds promptly to student needs
- Solicits feedback to improve delivery
- Responds to requests for service and assistance
- Meets commitments

Oral Communication

- Speaks clearly and persuasively in positive or negative situations
- Listens and gets clarification
- Responds well to questions
- Demonstrates group presentation skills
- Participates in meetings

Team Work

- Exhibits objectivity and openness to others' views
- Gives and welcomes feedback
- Contributes to building a positive team spirit
- Able to build morale and group commitments to goals and objectives
- Supports everyone's efforts to succeed
- Recognizes accomplishments of other team members

Written Communication

- Writes clearly and informatively
- Edits work for spelling and grammar
- Varies writing style to meet needs
- Presents numerical data effectively
- Able to read and interpret written information

Change Management

- Develops workable implementation plans
- Communicates changes effectively
- Builds commitment and overcomes resistance
- Prepares and supports those affected by change
- Monitors transition and evaluates results

Organizational Support

- Follows policies and procedures
- Completes administrative tasks correctly and on time
- Supports organization's goals and values

- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

- Prioritizes and plans work activities
- Uses time efficiently
- Plans for additional resources
- Sets goals and objectives

Safety and Security

- Observes safety and security procedures
- Determines appropriate action beyond guidelines
- Reports potentially unsafe conditions

Credentials and Experience

- Bachelor's degree in Special Education required
- Current Michigan Teaching Certification
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily performed in the classroom environment. Classrooms are dynamic with a high level of activity. Work may also be performed at community sites for field trips.
- Incumbent must be able to lift up to 25 pounds
- Stand for up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Perform all activities with children, i.e. jump, dance, walk, run, etc. for extended periods of time
- Both indoor and outdoor environment are typically found in a school environment
- Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Work hours may vary to meet the needs of the children
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Elementary Teacher
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Principal/Chief Administrative Officer

Job Summary

The Elementary School Teacher is a highly qualified teacher responsible for the instruction of academic, social, and motor skills to elementary school students.

Duties and Responsibilities

- Teaches reading, language arts, social studies, citizenship, mathematics, science and other subject matter areas commonly found in a comprehensive elementary school education program
- Utilize an adopted course of study, instructional program guidelines, and other materials in planning and developing lesson plans
- Develops lesson plans and instructional materials and provides individualized and small group instruction in order to adapt the curriculum to the needs of each student
- Uses a variety of instruction strategies, such as inquiry, group discussion, lecture, discovery, etc
- Translates lesson plans into learning experiences so as to best utilize the available time for instruction
- Review, analyze and evaluate individual student histories and background in order to design instructional programs to meet individual needs
- Review, analyze, evaluate, and report pupil academic, social, and emotional growth
- Counsel and confer with parents, school and district personnel regarding pupil progress
- Cooperatively pursue alternative solutions to pupil learning problems
- Establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere in the classroom
- Augment course content in the form of remediation, modification and enrichment
- Implement student's IEPs and attend IEP conferences as needed
- Grade student work and enter grades into an online grade book in a timely manner
- Evaluates students' academic and social growth, keeps appropriate records, including attendance, and prepares progress reports
- Communicates with parents through conferences and other means to discuss students' progress and interpret the school program
- Identifies student needs and cooperates with other professional staff members in assessing students health, attitude, and learning problems
- Maintains order in classroom and on playground

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving

- Identifies and resolves problems in a timely manner
- Gathers and analyzes information skillfully
- Develops alternative solutions
- Works well in group problem solving situations
- Uses reason even when dealing with emotional topics

Student Focus & Management

- Manages difficult or emotional student situations
- Responds promptly to student needs
- Solicits feedback to improve delivery
- Responds to requests for service and assistance
- Meets commitments

Oral Communication

- Speaks clearly and persuasively in positive or negative situations
- Listens and gets clarification
- Responds well to questions
- Demonstrates group presentation skills
- Participates in meetings

Team Work

- Exhibits objectivity and openness to others' views
- Gives and welcomes feedback
- Contributes to building a positive team spirit
- Able to build morale and group commitments to goals and objectives
- Supports everyone's efforts to succeed
- Recognizes accomplishments of other team members

Written Communication

- Writes clearly and informatively
- Edits work for spelling and grammar
- Varies writing style to meet needs
- Presents numerical data effectively
- Able to read and interpret written information

Change Management

- Develops workable implementation plans
- Communicates changes effectively
- Builds commitment and overcomes resistance
- Prepares and supports those affected by change
- Monitors transition and evaluates results

Organizational Support

- Follows policies and procedures
- Completes administrative tasks correctly and on time
- Supports organization's goals and values
- Supports affirmative action and respects diversity

- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

- Prioritizes and plans work activities
- Uses time efficiently
- Plans for additional resources
- Sets goals and objectives

Safety and Security

- Observes safety and security procedures
- Determines appropriate action beyond guidelines
- Reports potentially unsafe conditions

Credentials and Experience

- Bachelor's degree in Elementary Education required
- Current Michigan Teaching Certification
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily performed in the classroom environment. Classrooms are dynamic with a high level of activity. Work may also be performed at community sites for field trips.
- Incumbent must be able to lift up to 25 pounds
- Stand for up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Perform all activities with children, i.e. jump, dance, walk, run, etc. for extended periods of time
- Both indoor and outdoor environment are typically found in a school environment
- Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Work hours may vary to meet the needs of the children
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

Charter HR Educational Services, LLC
Job Description for Byron Center Charter School

Title: Secondary (Middle) Teacher
Status: Full-time, Exempt
Pay Range: Commensurate with Experience
Reports To: Principal/Chief Administrative Officer

Job Summary

The Middle School Instructional Teacher is a highly qualified teacher responsible for the delivery of specified course content to middle school students.

Duties and Responsibilities

- Teaches and instructs in subject matter areas commonly found in a comprehensive middle school education program
- Utilize an adopted course of study, instructional program guidelines, and other materials in planning and developing lesson plans
- Develops lesson plans and instructional materials and provides individualized and small group instruction in order to adapt the curriculum to the needs of each student
- Uses a variety of instruction strategies, such as inquiry, group discussion, lecture, discovery, etc
- Translates lesson plans into learning experiences so as to best utilize the available time for instruction
- Review, analyze and evaluate individual student histories and background in order to design instructional programs to meet individual needs
- Review, analyze, evaluate, and report pupil academic, social, and emotional growth
- Counsel and confer with parents, school and district personnel regarding pupil progress
- Cooperatively pursue alternative solutions to pupil learning problems
- Establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere in the classroom
- Augment course content in the form of remediation, modification and enrichment
- Implement student's IEPs and attend IEP conferences as needed
- Grade student work and enter grades into an online grade book in a timely manner
- Evaluates students' academic and social growth, keeps appropriate records, including attendance, and prepares progress reports
- Communicates with parents through conferences and other means to discuss students' progress and interpret the school program
- Identifies student needs and cooperates with other professional staff members in assessing students health, attitude, and learning problems

Knowledge, Skills, Abilities, & Personal Traits

To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving

- Identifies and resolves problems in a timely manner
- Gathers and analyzes information skillfully
- Develops alternative solutions
- Works well in group problem solving situations
- Uses reason even when dealing with emotional topics

Student Focus & Management

- Manages difficult or emotional student situations
- Responds promptly to student needs
- Solicits feedback to improve delivery
- Responds to requests for service and assistance
- Meets commitments

Oral Communication

- Speaks clearly and persuasively in positive or negative situations
- Listens and gets clarification
- Responds well to questions
- Demonstrates group presentation skills
- Participates in meetings

Team Work

- Exhibits objectivity and openness to others' views
- Gives and welcomes feedback
- Contributes to building a positive team spirit
- Able to build morale and group commitments to goals and objectives
- Supports everyone's efforts to succeed
- Recognizes accomplishments of other team members

Written Communication

- Writes clearly and informatively
- Edits work for spelling and grammar
- Varies writing style to meet needs
- Presents numerical data effectively
- Able to read and interpret written information

Change Management

- Develops workable implementation plans
- Communicates changes effectively
- Builds commitment and overcomes resistance
- Prepares and supports those affected by change
- Monitors transition and evaluates results

Organizational Support

- Follows policies and procedures
- Completes administrative tasks correctly and on time
- Supports organization's goals and values

- Supports affirmative action and respects diversity
- Demonstrates persistence and overcomes obstacles
- Measures self against standard of excellence

Planning/Organizing

- Prioritizes and plans work activities
- Uses time efficiently
- Plans for additional resources
- Sets goals and objectives

Safety and Security

- Observes safety and security procedures
- Determines appropriate action beyond guidelines
- Reports potentially unsafe conditions

Credentials and Experience

- Bachelor's degree in Middle School Education required
- Current Michigan Teaching Certification
- Criminal Justice Fingerprint/Background Clearance

Physical Demands / Work Environment

- Work is primarily performed in the classroom environment. Classrooms are dynamic with a high level of activity. Work may also be performed at community sites for field trips.
- Incumbent must be able to lift up to 25 pounds
- Stand for up to 75% of the day
- Assume postures in low level positions that best allow physical and visual contact with children
- Must be able to sustain a high level of energy
- Bend to perform various tasks numerous times throughout the day
- Stoop, sit on the floor
- Perform all activities with children, i.e. jump, dance, walk, run, etc. for extended periods of time
- Both indoor and outdoor environment are typically found in a school environment
- Depending upon activities and season, may be required to be outdoors for regular, prolonged activities
- Must possess acceptable hearing and visual capabilities in order to monitor the environment and children's well being
- Must be able to excel in an ambiguous and continuously changing, competitive environment
- Work hours may vary to meet the needs of the children
- Incumbent will be faced with a variety of issues on a daily basis and will be engaged in multiple tasks and must respond quickly and appropriately to frequently changing needs of children

SCHEDULE 7-4

METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT

SCHEDULE 7-4

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

Included in the Comprehensive Performance Review shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to revoke, terminate, or not issue a new contract at the end of the Contract.

Date: April 15, 2013

Kelli Hull
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Byron Center Board of Directors at a properly noticed open meeting held on the 15 day of April, 2013, at which a quorum was present.

Anne Broutillette
Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA



BYRON CENTER CHARTER SCHOOL

9930 Burlingame Ave. SW, Byron Center, MI 49315 Tom Kruzel - Administrator
Phone: (616) 878-4852 - Fax: (616) 878-7196 Email: office@byroncentercharter.org

Admission and Class Structure Policy

1. Byron Center Charter School is a free public school academy open to all age-appropriate children for the grade levels offered. Byron Center Charter School does not discriminate based on race, religion, creed, color, national origin, disability, English proficiency, measures of achievement or aptitude, homeless status, intellectual or athletic ability, or any other basis that would be illegal for an existing school district.
2. Admissions shall comply with all federal and state laws.
3. Admissions shall be limited to those students who are residents of the state, except foreign exchange students.
4. Students will automatically be admitted for the following school year in each grade or class that does not reach full enrollment by the deadline date of April 15th. Siblings, children of current staff, and current board members will be given enrollment priority. Students will be selected for admission by random lottery for each grade or class that exceeds the enrollment cap, if their applications were received by the deadline date of April 15th.
5. If full enrollment is not reached by April 15th, open enrollment will continue until grades or classes are full, at which time a waiting list will begin in the order applications are received.
6. If and when a random lottery is used, it will take place in the school office the first business day following April 15th.
7. Byron Center Charter School will begin calling students on the waiting list after the first 2 days of school each fall, if enrolled students have not attended, or have not made arrangements ahead of time with the school regarding absences at the beginning of the school year.

Class Structure

Each grade/class will have a maximum of 22 students.

Foreign Exchange Students

In the case of foreign exchange student enrollments, which will not exceed 2 per year, they are not counted in the class numbers.



BYRON CENTER CHARTER SCHOOL

9930 Burlingame Ave. SW, Byron Center, MI 49315 Tom Kruzel - Administrator
Phone: (616) 878-4852 - Fax: (616) 878-7196 Email: office@byroncentercharter.org

March 4, 2013

OPEN / Re-ENROLLMENT

Enrollment is currently open for the 2013-14 school year. Forms were given to parents/guardians at parent / teacher conferences. Those forms not picked up will be sent home with students this week.

Currently enrolled students whose enrollment form is turned in by April 15th will automatically be admitted for the following school year.

Students who are not currently enrolled, and who turn in an enrollment form by April 15, will be admitted unless the number of new enrollment requests exceeds the number of openings in that particular class/grade. In that case, students will be selected for admission by random lottery for each grade or class that exceeds the enrollment cap (again, if their applications were received by the deadline date of April 15th).

Priority status students: siblings of currently enrolled students and students of current staff and current board members have priority (according to Michigan law), if applications are received by April 15th. Priority status means if an opening exists students from this group will be admitted first, assuming their applications were received before April 15th. If the class is full, students in the priority status will be placed on top of the waiting list. All applications received after April 15th will be placed on the waiting list (if the class is full), or admitted into the school (if there is an opening) in the order they were received.

If full enrollment is not reached by April 15th, open enrollment will continue until grades or classes are full, at which time a waiting list will begin in the order applications are received.

If and when a random lottery is used, it will take place in the school office the first business day following April 15th.

If you have any questions, please feel free to contact the office.

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Byron Center Charter School

2013/2014 School Calendar

August

27 Open House 6:30 - 8:00 p.m.

September

3 First day of school

24 Pictures

October

8-16 MEAP testing grades 3 - 9

November

1 End of 1st marking period (44 days)

5 4:30 pm - 8:30 pm PARENT/TEACHER CONFERENCES

7 4:30 pm - 8:30 pm PARENT/TEACHER CONFERENCES

8 NO SCHOOL

27,28,29 NO SCHOOL - THANKSGIVING BREAK

December

23 NO SCHOOL - CHRISTMAS BREAK BEGINS

January

6 School resumes

17 End of 2nd marking period (41 days)

24 Report Cards

February

10 NO SCHOOL - Mid Winter Break

25 4:30 pm - 8:30 pm PARENT/TEACHER CONFERENCES

27 4:30 pm - 8:30 pm PARENT/TEACHER CONFERENCES

28 NO SCHOOL

March

4 PLAN testing grade 10

4,5,6 MME testing grades 11

21 End of 3rd marking period (43 days)

27 Report cards

April

4 NO SCHOOL - Spring Break starts

7 - 11 NO SCHOOL - Spring Break

14 School Resumes

May

23 Last day for seniors

26 NO SCHOOL - Memorial Day

27 GRADUATION

30 Last day - FULL day (43 days)

START / END TIMES

6th - 12th grades 8:00am - 3:15pm

K - 5th grades 8:15am - 3:30pm

Elementary Lunchroom Monitor Schedule

Lunch room monitors:

	Monday	Tuesday	Wednesday	Thursday	Friday
K (K. Slotman)	Chris	Kim S.	Chris	Kim S.	Chris
1 (P. Timmerman)	Kathy will cover lunch in the classroom where River is. Polly, Stephanie H. will work out a schedule that includes themselves and any volunteers to cover the opposite room.				parent
1 (S. Hoezee)					
2 (S. Owens)	Stephanie O. and Natasha will work out a schedule that themselves, Hannah, and any parent volunteers.				includes
2 (N. Klucka)					
3 (K. Oslund)	Deb	Kristin	Deb	Kristin	Deb
4 (A. Kowalski)	Kay	Audra	Kay	Audra	Kay
5 (K. Stevens)	Tammie	Kara	Naomi	Christy	Kara
6 (A. Smalla)	Angie	Naomi	Angie	Naomi	Angie

Lunch time RECESS monitors:

	Recess Monitor	Recess	Lunch
K - 2	Chris & Hannah	11:55 - 12:15	11:30 - 11:55
3 - 5	Chris & Hannah	11:10 - 11:30	11:30 - 11:55

Byron Center Charter School
High School
2013 - 2014 Class Schedule

		9th		10th		11th		12th
8:00 - 9:00		Spanish		Biology		English		Statistics
9:05 - 10:05		Biology		US History		Advanced Algebra		English
10:10 - 11:30		English		Geometry		Gov't/Econ		Ecology / Anatomy
11:30 - 12:00		Lunch		Lunch		Lunch		
12:05 - 1:05		Algebra		English		Chemistry		History
1:10 - 2:10		World History		PE / Health		Spanish		PE / Online
2:15 - 3:15		Band / online Fine Arts				Band / Online class		

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED



*B*YRON *C*ENTER *C*HARTER *S*CHOOL

9930 Burlingame Ave. SW, Byron Center, MI 49315 Tom Kruzel - Administrator
Phone: (616) 878-4852 - Fax: (616) 878-7196 Email: office@byroncentercharter.org

Byron Center Charter School serves grades Kindergarten through 12th grade, with an age range of 4 (5 by Dec. 1st) through 20 years old for 2012-13.

Note:

2013-14, children must be 5 years old by November 1;

2014-15, children must be 5 years old by Oct 1;

2015-16, children must be 5 years old by Sept 1.

SCHEDULE 7-8

**ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE
OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE**



BYRON CENTER CHARTER SCHOOL

9930 Burlingame Ave. SW, Byron Center, MI 49315 Tom Kruzel - Administrator
Phone: (616) 878-4852 - Fax: (616) 878-7196 Email: office@byroncentercharter.org

Byron Center Charter School is located at 9930 Burlingame Ave. It is an L-shaped building with a reddish brown brick and tan siding exterior. The playground is located behind the building along with a grass playing field.



When recorded return to:

J.L. Peckham
Equi-Mor Holdings, Inc.
14614 N. Kierland Boulevard
Suite N-210
Scottsdale, Arizona 85254

CHARTER SCHOOL LEASE-PURCHASE AGREEMENT
(Real Property)

between

EQUI-MOR HOLDINGS, INC.,
a Nevada corporation
as Lessor

and

THE LEARNING CENTER ACADEMY
a Michigan nonprofit corporation
as Lessee

Dated as of August 17, 1998

**CHARTER SCHOOL LEASE PURCHASE AGREEMENT
(REAL PROPERTY)**

DATE: August 17, 1998

LESSOR: EQUI-MOR HOLDINGS, INC.,
a Nevada Corporation
14614 North Kierland Boulevard, Suite N-210
Scottsdale, Arizona 85254

LESSEE: THE LEARNING CENTER ACADEMY,
a Michigan nonprofit corporation
9930 Burlingame Avenue, SW
Byron Center, Michigan 49315

This Charter School Lease-Purchase Agreement (the "Agreement" or "Lease") entered into between Equi-Mor Holdings, Inc., as Lessor ("Lessor"), a corporation duly organized and existing under the laws of the State of Nevada, and The Learning Center Academy as Lessee ("Lessee"), a charter school duly organized and existing under the laws of the State of Michigan ("State"):

WITNESSETH:

WHEREAS, Lessor desires to lease the Project, as hereinafter defined, to Lessee, and Lessee desires to lease the Project from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State and its Charter to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I

COVENANTS OF LESSEE

Section 1.01 .Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor and its assignees, as follows:

- a) Lessee is a charter school for a term commencing June 17, 1996 and ending June 17, 2001, duly organized and existing under the laws of the State. Its Charter has been and is in effect, and is renewable upon completion of the term.
- a) Lessee will do or cause to be done all things necessary and desirable within its power to preserve and keep in full force and effect its existence as a charter school.

- b) Lessee is authorized under the Constitution and laws of the State and its Charter to enter into and to perform all of its obligations under this Agreement.
- c) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolutions of its governing body, dated March 16, 1998, and March 16, 1998, attached hereto as **Exhibit A**, and further represents, covenants and warrants that all applicable requirements have been met and procedures have occurred, in order to ensure the enforceability of the Agreement, and upon due execution and delivery by Lessor, the Agreement will be binding and enforceable against Lessee, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Project hereunder. Lessee shall cause to be executed an opinion of its counsel substantially in the form attached hereto as **Exhibit B**.
- d) The execution, delivery and performance by Lessee of this Agreement do not and will not materially conflict with or result in a material breach of or default under any applicable rule, regulation, law or agreement, resolution or other instrument (including its Charter) to which the Lessee is subject or by which it is bound.
- e) There is no action, suit or proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body pending or to its knowledge threatened against Lessee which questions the authority of Lessee to enter into or perform this Agreement or wherein an unfavorable result would adversely and materially affect the performance by Lessee or validity of the Agreement.
- f) During the term of this Agreement, the Project will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- g) During the period this Agreement is in force, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year, and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.
- h) Lessee reasonably expects that the Project will have a useful life in the hands of Lessee that is substantially in excess of the Lease Term.
- i) The Project is, and during the period this Agreement is in force will remain, personal property and, when subjected to use by Lessee under this Agreement, will not be or become fixtures.

Section 1.02 Estoppel Certificate.

- a) At any time and from time to time, Lessee shall promptly, and in no event later than 10 days after a request from Lessor, execute, acknowledge and deliver to Lessor or

any present or proposed purchaser or assignee of Lessor's interest in this Lease designated by Lessor, a certificate in the form supplied by Lessor, certifying: (i) that Lessee has accepted the Project (or, if Lessee has not done so, that Lessee has not accepted the Project and specifying the reasons therefore); (ii) that this Lease is in full force and effect and has not been modified (or, if modified, setting forth all modifications), or, if this Lease is not in full force and effect, the certificate shall so specify the reasons therefore; (iii) the commencement and expiration dates of the Lease Term and the terms of any extension options of Lessee; (iv) the date to which the rentals have been paid under this Lease and the amount thereof then payable; (v) whether there are then any existing defaults by Lessor in the performance of its obligations under this Lease, and if there are any such defaults, specifying the nature and extent thereof; (vi) that no notice has been received by Lessee of any default under this Lease which has not been cured, except as to defaults specified in the certificate; (vii) the capacity of the person executing such certificate, and that such person is duly authorized to execute the same on behalf of Lessee; and (viii) any other information reasonably requested by Lessor, or its present or proposed purchaser or mortgagee.

- b) If Lessee shall fail or refuse to sign a certificate in accordance with the provisions of this Section 1.02 within 10 days following a request by Lessor, Lessee irrevocably constitutes and appoints Lessor as its attorney-in-fact to execute and deliver the certificate to any such third party, it being stipulated that such power of attorney is coupled with an interest and is irrevocable and binding.

ARTICLE II

DEFINITIONS

Section 2.01 Definitions. Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Agreement shall have the respective meanings specified below.

"Acceptance Certificate" means a certificate which shall be delivered by Lessee to Lessor upon receipt and acceptance of the Project.

"Agreement" means this Lease-Purchase Agreement with its Exhibits, attached and incorporated herein by reference.

"Code" means the Internal Revenue Code of 1986, as amended, and to the extent applicable, the regulations and rulings issued thereunder.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues.

"Contracts" means the contracts for acquisition and construction of the Project Facilities entered into by the Lessee (with all amendments and change orders), or any contracts

designated by Lessee as a partial or complete replacement or substitute for any of those contracts.

"Escrow Account" means the Escrow Account established pursuant to the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement dated as of the date hereof between the Lessor and Lessee relating to the construction, installation, equipping and improvement of the Project.

"Lease Term" means the period beginning with the Commencement Date and continuing until terminated as outlined in Section 4.01.

"Project" means, collectively, the Project Site and the Project Facilities.

"Project Costs" means costs incurred directly or indirectly for or in connection with the acquisition, construction, installation, equipment or improvement of the Project, including costs incurred in respect of the Project for preliminary planning and studies attributable to, or incurred in acquiring or leasing, the Project Site; architectural, legal, engineering, accounting, consulting, supervisory and other services; labor, services and materials; recording of documents and title work; premiums attributable to any surety bonds, title insurance and any other insurance (including builder's risk insurance) required to be taken out with respect to the Project Site and the Project Facilities prior to completion of the Project Facilities; costs incurred directly or indirectly in seeking to enforce any remedy against any contractor or subcontractor in respect to any actual or claimed default under any Contract relating to the Project Facilities; any other costs, expenses, fees and charges properly chargeable to the cost of acquisition, construction, installation, equipment, administration or improvement of the Project.

"Project Facilities" means the real property (excluding the Project Site) and personal property described in **Exhibit C** (as more particularly described in the plans and specifications approved by and on file with the Lessee), together with any additions, modifications and substitutions thereto.

"Project Site" means the real estate upon which the Project Facilities are to be constructed as described on **Exhibit C**.

"Purchase Price" means the amount set forth and so titled in **Exhibit D** hereto, which Lessee may pay to Lessor to purchase the Project as provided under Section 11.01.

"Lease Payments" means the basic Lease Payments payable by Lessee pursuant to **Exhibit D** of this Agreement.

ARTICLE III

LEASE OF PROJECT; CONVEYANCE AND ASSIGNMENT OF PROJECT; SELECTION OF PROJECT; ACQUISITION AND CONSTRUCTION OF PROJECT; ACCEPTANCE OF PROJECT FACILITIES; AND COMPLETION

Section 3.01 Lease of Project. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Project, in accordance with the provisions of the Agreement, to have and to hold for the Lease Term. Upon and during acquisition, construction, improvement and equipment of the Project, all leasehold rights granted to Lessee by Lessor under this Lease shall vest in Lessee, without any further actions on the part of Lessor.

Section 3.02 Conveyance and Assignment of Project. The ownership of the Project Facilities, which are to be acquired after the effective date of this Lease, shall vest in the Lessor upon purchase or construction, as the case may be, subject to future conveyance, transfer and assignment to the Lessee as provided in this Lease. In addition, Lessor hereby authorizes Lessee during the Lease Term, and so long as no Event of Default (as defined in Section 13.01) has occurred and is continuing, to contract in Lessee's name with regard to the Project in accordance with the terms hereof, and all such contracts shall be made or done by the Lessee on its own behalf and not as an agent or contractor for the Lessor.

Section 3.03 Selection of Project. Lessee acknowledges that the Project has been selected by the Lessee and acquired by the Lessor at the Lessee's request pursuant to this Lease specifically for the purpose of leasing the Project to the Lessee; the Project has been or will be purchased on the basis of specifications and requirements furnished by the Lessee; and the Lessor has not held itself out as having knowledge or skill particular to the Project or made any affirmations of fact regarding the Project.

Section 3.04 Acquisition and Construction of Project.

- (a) Lessee shall cause the Project to be acquired, constructed, improved and equipped in accordance with specifications and requirements furnished by Lessee, and Lessee shall have all required rights of ingress and egress to the Project Facilities. In connection with the Project, and to pay other costs incident to the Project, Lessee shall request the Lessor to make disbursements from the Escrow Account to pay Project Costs and otherwise to apply the moneys on deposit in such account to acquire and construct the Project in accordance with the terms of this Lease.
- (b) It is understood that the Contracts and any other contracts made by the Lessee with respect to the Project, whether acquisition contracts or otherwise, and any work to be done by the Lessee on the Project, are made or done by the Lessee in its own behalf and not as agent or contractor for the Lessor.
- (c) Upon completion of the Project Facilities, Lessee shall submit to the Lessor the certificates required to be provided to the Lessor pursuant to Section 3.05(b) of this Lease.

Section 3.05 Acceptance of Project Facilities, Completion.

- (a) Acceptance of the Project Facilities by the Lessee shall be in accordance with and as contemplated by the provisions of the Contracts. That acceptance shall not be unreasonably withheld or delayed.
- (b) Lessee shall notify Lessor of the completion date of the Project by a certificate, in the form attached hereto as **Exhibit E** stating:
 - (1) the date on which the Project was substantially completed;
 - (2) that all other facilities necessary in connection with the Project have been acquired, constructed, installed, equipped and improved;
 - (3) that the acquisition, construction, installation, equipment and improvement of the Project and those other facilities have been accomplished in such a manner as to conform with all applicable zoning, planning, building, environmental and other similar governmental regulations;
 - (4) that, except as provided in clause (5) below, all costs of the acquisition, construction, installation, equipment and improvement of the Project then or theretofore due and payable have been paid; and
 - (5) The amounts which should be retained in the Escrow Account for the payment of Project Costs not yet due or for liabilities, which the Lessee is contesting, or which otherwise should be retained and the reasons such amounts should be retained.

That certificate may state that it is given without prejudice to any rights against third parties, ~~which then exist or subsequently may come into being~~. The certificate shall also include a statement specifically describing all items of personal property to which the certificate applies comprising a part of the Project. The certificate shall be delivered as promptly as practicable after the occurrence of the events and conditions referred to in clauses (1) through (4) above.

ARTICLE IV

LEASE TERM

Section 4.01 Lease Term. This Agreement shall be in effect and shall commence as of the Commencement Date and will remain in effect throughout the Lease Term. The Lease Term will terminate upon the first to occur of. (a) The exercise by the Lessee of the option to purchase the Project under Article XI; (b) Lessor's election to terminate this Agreement upon a default under Article XIII; (c) the payment by Lessee of all sums required to be paid by Lessee hereunder; or (d) the occurrence of an Event of Nonappropriation (as defined in Section 6.05) in accordance with Article VI, Section 6.05.

ARTICLE V

ENJOYMENT OF PROJECT

Section 5.01 Quiet Enjoyment. Lessor hereby agrees not to interfere with Lessee's quiet use and enjoyment of the Project so long as Lessee is not in default hereunder.

Section 5.02 Use of the Project. Lessee will not install, use, operate or maintain the Project improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Agreement.

Section 5.03 Right of Inspection. During the Lease Term, the Lessor and its officers, employees and agents shall have the right at all reasonable times during business hours to enter into Project Facilities and upon the Project Site for the purpose of inspecting the Project.

Section 5.04 Disclaimer of Warranties. LESSOR MAKES NO WARRANTY NOR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO THE LESSOR, THE LESSEE LEASES THE PROJECT "AS IS." In no event shall the Lessor be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement or the existence, furnishing, functioning or the Lessee's use of any items, products, or services provided for in this Agreement.

ARTICLE VI

LEASE PAYMENTS

Section 6.01 Lease Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Lease Payments hereunder is a current expense of Lessee and not a debt of Lessee in contravention of any applicable limitations or requirements, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 6.02 Interest and Principal Components. A portion of each Rental Payment is paid as interest, and the balance of each Rental Payment is paid as principal, as set forth in Exhibit D.

Section 6.03 Lease Payments to be Unconditional. The obligations of Lessee to make Lease Payments, and to perform and observe the covenants and agreement contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement in Section 6.05, notwithstanding any dispute between Lessee and Lessor or any other person. Lessee shall not assert any right of set-off or counterclaim against its obligation to make payments under this Agreement.

Section 6.04 Continuation of Lease Term by Lessee. Lessee intends and expects that there will be available during the Lease Term funds from which the Lease Payments may be made.

Section 6.05 Nonappropriation. All of Lessee's payment obligations hereunder are subject to appropriation of legally available funds in every fiscal year subsequent to the fiscal year in which this Agreement is delivered. If (a) sufficient funds are not appropriated for Lease Payments or any other amounts coming due hereunder in any fiscal year and (b) the Lessee shall have at such time no funds duly authorized for the Lease Payments or other amounts payable hereunder from other sources, an "Event of Nonappropriation" shall be deemed to have occurred. The Lessee shall promptly deliver notice thereof to the Lessor. Upon the occurrence of an Event of Nonappropriation, the Lessee agrees that the Lessor may reclaim possession of the Project. Lessee agrees peaceably to deliver the Project to Lessor in a reasonable manner specified by Lessor, all at Lessee's expense. An Event of Nonappropriation shall not constitute an Event of Default under this Agreement.

Section 6.06 Lessee's Principal Bank Account As a condition precedent to Lessor entering into this Lease and to provide the Lessor with a lease structure enabling Lessor to offer Lessee the economic benefits of this Lease, Lessee shall, concurrent with execution of this Lease, establish its principal bank account with Matrix Capital Bank, FSB and Lessee shall authorize an ACH electronic debit from such principal bank account for payment of the monthly Lease Payments due pursuant to this Lease. During the Lease Term, Lessee shall not modify its principal banking relationship with such bank or its authorization of such ACH electronic debit without the prior written consent of Lessor.

Section 6.07 Additional Lease Payments. Lessee agrees to pay to Lessor, as additional Lease Payments, any amounts which may be set forth in an amendment or supplement to this Lease executed and delivered in connection with Lessor's provision of additional amounts to Lessee in order to complete the acquisition, construction and improvement of the Project in accordance with the terms of this Lease and the Contracts.

Section 6.08 Prepayment of Lease Payments. If, upon completion of the Project and delivery of the certificates required pursuant to 3.05(b) of this Lease, there remain additional moneys on deposit in the Escrow Account, Lessee shall direct Lessor to apply such moneys to the payment of Lease Payments to next become due and payable to the extent of such moneys; provided that (A) those moneys shall be so used or applied only to the extent that such use or application will not, in the opinion of Bond Counsel or under a ruling of the Internal Revenue Service, adversely affect the exclusion of the interest portion of the Lease Payments received by Lessor from gross income for purposes of federal income taxation, and (B) any money remaining in the Escrow Account following completion of the Project shall be invested in accordance with the Code in such manner as not to adversely affect the exclusion of the interest portion of the Lease Payments received by Lessor from gross income for purposes of federal income taxation.

ARTICLE VII

TITLE TO PROJECT; SECURITY INTEREST

Section 7.01 Title to the Project. During the term of this Agreement, title to the Project shall remain in Lessor, subject to immediate vesting in Lessee upon the exercise by Lessee of its purchase option under Article XI hereof.

Section 7.02 Security Interest. As security for its obligations hereunder, to the extent permitted by law, Lessee grants to Lessor a first priority security interest in and to any personal property included in the Project Facilities and any and all proceeds, additions, accessions, repairs, modifications and replacements.

Section 7.03 Liens and Encumbrances to Title. Lessee shall promptly discharge any liens placed on the Project other than those created or consented to in writing by Lessor.

ARTICLE VIII

OPERATION AND MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01 Operation and Maintenance of Project by Lessee. Lessee will, at Lessee's own cost and expense, maintain, preserve, operate and keep the Project in good repair, working order and condition.

Section 8.02 Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Project is found to be subject to taxation in any form (except for income taxes of Lessor), government charges or utility charges and expenses, Lessee will pay all such taxes and charges as they come due. Lessee covenants and agrees that, in the event of a termination of this Lease for any reason, at the request of Lessor, Lessee shall cooperate reasonably in any efforts to negotiate utility services to the Project. This covenant shall survive any termination of this Lease.

Section 8.03 Provisions Regarding Insurance. At its own expense Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained (and evidenced by certificates delivered to Lessor throughout the Lease Term) in the amounts and for the coverages as set forth on **Exhibit F**, provided that the amount of casualty and property damage insurance shall not be less than the then applicable Purchase Price. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement.

Section 8.04 Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Project in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same, or may make such repairs or replacements as are necessary and provide for payment thereof, and all amounts so advanced therefor by Lessor shall be repaid to Lessor, together with interest thereon at the rate specified hereafter.

Section 8.05 Modifications. Without the prior written consent of the Lessor, the Lessee shall not make any material alterations, modifications, substitutions or attachments to the Project.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 9.01 Damages, Destruction and Condemnation. If (a) the Project or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Project or any part thereof is taken under the exercise of the power of eminent domain, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied either to the prompt repair, restoration, modification or replacement of the Project or, at Lessee's option, to the payment in full of the Purchase Price. Any balance of the Net Proceeds remaining after such work or purchase has been completed shall be paid to Lessee.

For purposes of Article VIII, Section 8.03, and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or replacement of the Project, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, or (b) Lessee shall pay to Lessor the Purchase Price. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X

TAX COVENANT

Section 10.01 Tax Covenant. It is the intention of the Lessee and the Lessor that the interest portion of the Lease Payments received by the Lessor be and remain excluded from gross income for purposes of federal income taxation. Lessee covenants that it will take any and all reasonable action necessary and within its power to maintain the exclusion from gross income for purposes of federal income taxation of the interest portion of the Rental Payment, and that it will not intentionally perform any act or enter into any agreement or use or permit the use of the Project or any portion thereof in a manner that shall have the effect of terminating the exclusion from gross income for purposes of federal income taxation of the interest portion of the Lease Payments, including (without limitation) leasing all or any portion of the Project or contracting to a third party for the use or operation of all or any portion of the Project if entering into such lease or contract would have such effect. Lessee also covenants to provide prompt written notice to Lessor of any challenge to, or adverse determination with respect to, the exclusion from gross income with respect to such interest portion.

ARTICLE XI

OPTION TO PURCHASE

Section 11.01 Purchase price.

- a) Lessee shall be entitled to purchase the Project upon payment in full of all Lease Payments when due in accordance with Exhibit D hereof and all other amounts due hereunder (in which event this option to purchase shall be deemed exercised automatically and without the necessity of any further notice or act by Lessee).
- b) Lessee's right to prepay the Lease Payments pursuant to this Lease shall be as follows:
 - i. No right to prepay within the first three (3) years from the Commencement Date;
 - ii. In year four (4), Lessee may prepay the Lease Payments but only on the anniversary of the Commencement Date, only if all Lease Payments are then current, and only upon payment of a four percent (4%) prepayment premium on the remaining principal balance;
 - iii. In year five (5), Lessee may prepay the Lease Payments but only on the anniversary of the Commencement Date, only if all Lease Payments are then current, and only upon payment of a three percent (3%) prepayment premium on the remaining principal balance;
 - iv. In year six (6), Lessee may prepay the Lease Payments but only on the anniversary of the Commencement Date, only if all Lease Payments are then current, and only upon payment of a two percent (2%) prepayment premium on the remaining principal balance;
 - v. In year seven (7), Lessee may prepay the Lease Payments but only on the anniversary of the Commencement Date, only if all Lease Payments are then current, and only upon payment of a one percent (1%) prepayment premium on the remaining premium on the remaining principal balance;
 - vi. In years subsequent to year seven (7), prepayment of the Lease Payments may be made by Lessee without premium.
- (c) Except as provided in Sections 11.01 (a) and (b), Lessee shall have no option to purchase the Project or prepay the Lease Payments payable pursuant to this Lease.

ARTICLE XII

ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 12.01 Assignment or Sale by Lessor.

- a) This Agreement, Lessor's rights pursuant to this Lease, and the obligations of Lessee to make payments hereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees or subassignees by Lessor ("Transfer") provided that Lessor undertakes to comply with any applicable securities laws' requirements in connection with such disposition. Upon any sale, disposition, assignment or reassignment, Lessee shall be provided with a prior written notice of said assignment. During the term of the Agreement, Lessee shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Code.
- b) Lessee shall make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (except arising from Lessor's breach of this Agreement) that Lessee may from time to time have against Lessor or any other person. Lessee shall execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by Lessor's assignee to protect its interests in the Project and in this Agreement.
- c) Lessee hereby agrees that Lessor may sell or offer to sell this Agreement (i) through a certificate of participation program, whereby two or more interests are created in the Agreement, the Project or the Lease Payments ("Participation"), or (ii) in an asset Securitization with other similar instruments, agreements and obligations through a pool, trust, limited partnership, or other entity ("Securitization"); provided that in any such event Lessor undertakes to comply with any applicable securities laws requirements in connection with such disposition. Any such participation program or asset securitization may be in accordance with all requirements which may be imposed by the investors or the rating agencies involved in such securitized financing transaction, as selected by Lessor, or which may be imposed by applicable securities, tax or other laws or regulations.
- (d) Lessee shall cooperate in good faith with Lessor in connection with any Transfer, Participation and/or Securitization, including, without limitation, (1) providing such documents, financial and other data, and other information and materials ("Disclosures") which would typically be required with respect to Lessee by a purchaser, transferee, assignee, servicer, participant, investor or rating agency involved with respect to such Transfer, Participation and/or the Securitization, as applicable; provided, however, Lessee shall not be required to make Disclosures of any confidential information or any information which has not previously been made public unless required by applicable federal or state securities laws; and (ii) amending the terms of the transactions evidenced by this Lease to the extent necessary so as to satisfy the requirements of purchasers, transferees, assignees, servicers, participants,

7
investors or selected rating agencies involved in any such Transfers, Participations or Securitization, so long as such amendments would not have a material adverse effect upon Lessee or the transactions contemplated hereunder.

- (e) Lessee consents to Lessor providing the Disclosures, as well as any other information which Lessor may now have or hereafter acquire with respect to the Project or the financial condition of Lessee, to each purchaser, transferee, assignee, servicer, participant, investor or rating agency involved with respect to each Transfer, Participation and/or Securitization, as applicable. Lessor and Lessee shall each pay their own attorneys fees and other out-of-pocket expenses incurred in connection with the performance of their respective obligations under this Section.

Section 12.02 No Sale, Assignment or Subleasing, by Lessee. This Agreement and the interest of Lessee in the Project may not be sold, assigned, subleased or encumbered by Lessee without the prior written consent of Lessor, during the term of this Lease.

Section 12.03 Release and Indemnification Covenants. To the extent permitted by the laws and Constitution of the State, Lessee shall protect, hold harmless and indemnify Lessor for, from and against any and all liability (including, without limitation, environmental liabilities), obligations, losses, claims and damages whatsoever, regardless of cause thereof, except those resulting from Lessor's intentional or grossly negligent acts, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of the Project or any portion thereof, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of the Project or any portion thereof or any accident or other occurrence in connection with the operation, use, condition, possession, storage or return of the Project or any portion thereof resulting in damage to property or injury or death to any person. The indemnification arising under this paragraph shall survive the termination of this Agreement.

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES

Section 13.01 Events of Default. The following constitute "Events of Default" under this Agreement:

- (a) failure by the Lessee to pay any Lease Payment or other payment required to be paid hereunder when due (except in the Event of Nonappropriation); or
- (b) failure by the Lessee to maintain insurance on the Project in accordance with Article VIII, Section.8.01) hereof; or
- (c) failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of 30 days after written notice is given to the Lessee by the Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice cannot be

corrected within such 30-day period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected; or

- (d) initiation by the Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning its indebtedness.

The foregoing provisions of the Section are subject to the provisions of Article VI, Section 6.05, hereof.

Section 13.02 Remedies on Default. Whenever any Event of Default shall have occurred and be continuing, the Lessor shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial steps:

- (a) Terminate this Agreement and retake possession of the Project or any portion thereof, wherever situated, and sell or lease, sublease or make other disposition of the Project or such portion thereof for use over a term in a commercially reasonable manner, all for the account of Lessor, provided that Lessee shall remain directly liable for the amount actually appropriated for the purchase or rental of the Project and unpaid by Lessee during the current fiscal year.

Lessor shall apply the sale proceeds in the following manner:

FIRSTLY, to pay all proper and reasonable costs and expenses associated with the recovery, repair, storage and sale of the Project or any portion thereof, including reasonable attorneys' fees and expenses;

SECONDLY, to pay the Lessor (1) the amount of all unpaid Lease Payments, if any, which are then due and owing, together with interest and late charge thereon, (ii) the then applicable Purchase Price (taking into account the payment of past due Lease Payments as aforesaid), plus a pro rata allocation of interest, at the rate utilized to establish the interest components for the Rental Payment next due, from the next preceding due date of a Rental Payment until the date of payment by the buyer, and (iii) any other amounts due hereunder;

THIRDLY, to pay the remainder of the sale proceeds, purchase moneys or other amounts paid by a buyer of the Project or a portion thereof, to the Lessee.

- (b) Proceed by appropriate court action to enforce performance by the Lessee of the applicable covenants of this Agreement or to recover for the breach thereof, or
- (c) Use or retake such portion of the Project as the Lessor, in its sole discretion, may decide.
- (d) All of the Lessee's right, title and interest in the Project, the possession of which is retaken by the Lessor upon the occurrence of an Event of Default or Event of Nonappropriation, shall terminate immediately upon such repossession.

Section 13.03 Return of Project. Upon an Event of Default, Lessee agrees to allow Lessor to recover the Project at Lessee's sole cost and expense, in accordance with Article VI, Section 6.05.

Section 13.04 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity.

Section 13.05 Late Charge; Interest on Late Payment. Any Rental Payment not paid on the due date thereof shall bear a late charge equal to two percent (2%) of the amount of the past due Rental Payment, but in no event less than \$100.00. Any unpaid Rental Payment or other amount payable by Lessee to the Lessor hereunder, shall bear interest at the lesser of (a) the rate payable on the principal portion of the Purchase Price, plus five full percentage points per annum; or (b) the maximum rate allowed by law.

Section 13.06 Force Majeure. If by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligation to make payments hereunder, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following; acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, orders of restraints of any kind of the government of the United States of America, or the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides, earthquakes; fires; storms; droughts; floods; or explosions.

ARTICLE XIV

MISCELLANEOUS

Section 14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses set forth on the first page hereof.

Section 14.02 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof

Section 14.04 Amendments. All amendments hereto must be in writing.

Section 14.05 Execution in Counterparts. This Agreement may be executed in several Counterparts.

Section 14.06 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 14.07 Captions. The captions or headings in the Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 14.08 Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Project leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

Section 14.09 Conflict of Interest. To the extent applicable by law, notice is hereby given of A.R.S. §38-51 1.

ARTICLE XV

DEFEASANCE

Section 15.01 Defeasance. The Lessee's obligations to pay the Purchase Price will be deemed to be paid and the Lessee's obligations under this Agreement will be discharged and satisfied upon the deposit by the Lessee with the Lessor of (a) moneys sufficient to pay the Purchase Price or; (b) obligations which are directly issued or guaranteed by the United States of America or, the principal of and interest on which when due will provide sufficient moneys for such payment as verified by an independent public accounting firm.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its name by its authorized officer. All of the above occurred as of the date first written on the heading hereof.

LESSOR: EQU-MOR HOLDINGS, INC.

By: [Signature]
Name: Robert R. Crawford
Title: Vice President

LESSEE: THE LEARNING CENTER ACADEMY

By: [Signature]
Name: Randy LeFebre
Title: President

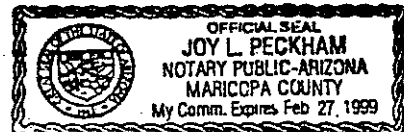
By: [Signature]
Name: Tom Kruzel
Title: Principal

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 14th day of August, 1998 by Robert R. Crawford, the Vice President of Equi-Mor Holdings, Inc., a corporation, duly organized and existing under and by virtue of the laws of the State of Nevada, as such officer, on behalf of such corporation.

[Signature]
Notary Public

[SEAL]



STATE OF MICHIGAN)
) SS.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 14 day of August, 1998 by Randy LeFebre, the President and Tom Kruzel, the Principal of The Learning Center Academy, a nonprofit corporation, a charter school duly organized and existing under and by virtue of the laws of the State of Michigan, as such officer, on behalf of such charter school.

[Signature]
Notary Public

[SEAL]

GERALD R. HARDEBECK
Notary Public, Kent County, MI
My Commission Expires July 6 2000

STATE OF MICHIGAN
COUNTY OF KENT
RECEIVED FOR RECORD

2000 JUN -2 PM 3:19



QUIT CLAIM DEED
47-062-023 (3/97)

First American Title Insurance Company

KNOW ALL MEN BY THESE PRESENTS: That U.S. Bank National Association, as Trustee

Address: 950 17th Street, Suite 650, Denver, CO 80202

Quit Claims to The Learning Center Academy, a Michigan nonprofit corporation

Address: 9930 Burlingame Avenue, S.W., Byron Center, Michigan 49315

the following described premises situated in the Township of Byron, County of Kent, and State of Michigan, to wit:

See Exhibit A

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, for the sum of \$ less than \$100.00.

subject to easements, reservations and restrictions of record,

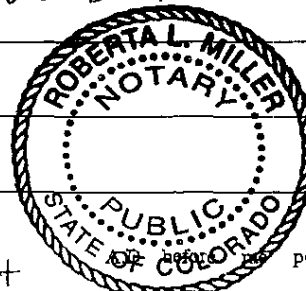
Dated: 5/31/00

Signed, Sealed and Delivered in Presence of:

William W. McMillan
* William W. McMillan
Gretchen L. Midden
* Gretchen L. Midden

Signed and Sealed:

Patricia M. Peters, AVP
* U.S. Bank National Association, as Trustee



STATE OF Colorado
COUNTY OF Denver

ss.

On this 26th day of May, 2000, Patricia M. Peters, Assistant Vice President, personally appeared to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they/he/she executed the same as their/her free act and deed, of U.S. Bank National Association.

My commission expires 11-16-02

Notary Public County, Denver

When Recorded Return To:

Send Subsequent Tax Bills To:

Drafted By:

(Name)

(Street Address)

(City and State)

U.S. Bank National Association
450 17th St., Suite 650
Denver, CO 80202

Tax Parcel

Recording Fee:

Transfer Tax:

EXHIBIT A**DESCRIPTION OF THE PROJECT SITE**

Located at and commonly known as:

9930 Burlingame Avenue, SW, Byron Center, Michigan 49315

Legal Description:

The West 462 feet of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Town 5 North, Range 12 West, except the South 250 feet thereof, also except the West 33 feet thereof for highway purposes, Byron Township, Kent County, Michigan.

DESCRIPTION OF PROJECT FACILITIES

All fixtures, equipment, inventory and furniture, and any other tangible personal property, of every nature and kind wheresoever situated, forming a part of the Project located on the real property described above, and now or hereafter acquired by the Lessee and all proceeds therefrom, whether cash or non-cash, together with all fixtures and property acquired, constructed, or installed as accessions, replacements, or substitutions therefor.

I HEREBY CERTIFY that there are No Tax Liens or Taxes held by the State or any Individual against the within description, and all Taxes on conveyances paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply to current taxes, if any now in process of collection.

Date 6-2 2000

★ LIBER 5061 PG 967

WARRANTY DEED - 861 (By/Kent County Treasurer, Grand Rapids, Michigan)
This Form is Available from Target Information Management, Inc. (617) 937-1211

(State Bar of Michigan Form)

The Grantor(s) Equi-Mor Holdings, Inc., a Nevada Corporation
whose address is 14614 N. Kierland Blvd, Suite N-210, Scottsdale, Arizona 85255
convey(s) and warrant(s) to The Learning Center Academy, a Michigan nonprofit corporation
whose address is 9930 Burlingame Avenue, S.W., Byron Center, Michigan 49315
the following described premises situated in the Byron Township
of Byron, County of Kent and State of Michigan:

See Exhibit A

MICHIGAN REAL ESTATE TRANSFER TAX
REPT. OF TAXATION • KENT COUNTY

00040040 06/02/00
\$06 3,720.00
\$6626 \$545.60

for the sum of Four Hundred Ninety Six thousand and 00/100 (\$496,000.00) Dollars
subject to easements and building and use restrictions of record and further subject to

Dated this 26th day of May, 2000

Signed in the Presence of

Signed by:

Patricia M. Peters

Equi-Mor Holdings, Inc.

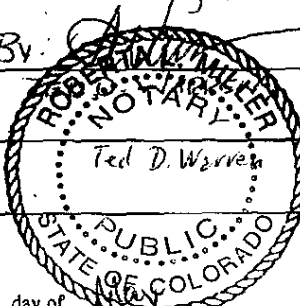
* Patricia M. Peters

* Gretchen L. Middens

By: Ted D. Warren

V.P.

Colorado
STATE OF MICHIGAN,
COUNTY OF KENT } SS.



The foregoing instrument was acknowledged before me this 26th day of May, 2000, by Ted D. Warren, V.P. of Equi-Mor Holdings, Inc., a Nevada corp.
on behalf of the corporation.

Notary Public, Denver County, Colorado
My commission expires: 11-16-02

County Treasurer's Certificate

City Treasurer's Certificate

When Recorded Return To:

Send Subsequent Tax Bills To:

Drafted By:

(Name)

(Street Address)

(City and State)

H. James Telman P24189
Business Address:
2140 44th Street SE
Suite 201
Grand Rapids, MI 49508

Tax Parcel # _____ Recording Fee _____ Transfer Tax _____

* TYPE OR PRINT NAMES UNDER SIGNATURES

STATE OF MICHIGAN
COUNTY OF KENT
RECEIVED FOR RECORD

2000 JUN-2 PM 3:19

TAX CERTIFICATE AS REQUIRED BY
SEC. 135, ACT NO. 154 PUBLIC
ACTS OF 1895 DULY PRESENTED
TERRY L. LAND, REGISTER

DESCRIPTION OF THE PROJECT SITE

Located at and commonly known as:

9930 Burlingame Avenue, SW, Byron Center, Michigan 49315

Legal Description:

The West 462 feet of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Town 5 North, Range 12 West, except the South 250 feet thereof, also except the West 33 feet thereof for highway purposes, Byron Township, Kent County, Michigan.

DESCRIPTION OF PROJECT FACILITIES

All fixtures, equipment, inventory and furniture, and any other tangible personal property, of every nature and kind wheresoever situated, forming a part of the Project located on the real property described above, and now or hereafter acquired by the Lessee and all proceeds therefrom, whether cash or non-cash, together with all fixtures and property acquired, constructed, or installed as accessions, replacements, or substitutions therefor.

NOTE-1. Where second party is a Corporation or Partnership, the following may be added here "and its successors."

EXHIBIT A

**LIST OF EQUIPMENT AND OTHER PERSONAL PROPERTY
PURCHASED UNDER THE AGREEMENT**

The following modular classroom units of Lessee, whether any of the foregoing is owned now or acquired later; all accessories, additions, replacements, and substitutions relating to any of the foregoing; all proceeds relating to any of the foregoing located on the real property described below.

Equipment/Property	Manufacturer	Serial Number	Date of Delivery	Date of Acceptance
One 24' x 40' Modular Classroom	Thomas	C9671A and C9671B	9/96	9/96
One 24' x 40' Modular Classroom	Thomas	C9673A and C9673B	9/96	9/96

REAL PROPERTY DESCRIPTION

9930 Burlingame Avenue, SW, Byron Center, Michigan 49315 and more particularly described as follows:

The West 462 feet of the Southwest ¼ of the Southwest ¼ of Section 26, Town 5 North, Range 12 West, except the South 250 feet thereof, also except the West 33 feet thereof for highway purposes, Byron Township, Kent County, Michigan.

EXHIBIT A

LIST OF EQUIPMENT AND OTHER PERSONAL PROPERTY PURCHASED UNDER THE AGREEMENT

All equipment of every nature and kind of Lessor wheresoever situated, now or hereafter acquired by the Lessor and all proceeds therefrom, whether cash or non-cash, together with all replacements, or substitutions therefor.

837 Patricia Trites

Know all Men by these Presents, That Equi-Mor Holdings, Inc., a Nevada Corporation, 14614 N. Kierland Blvd, Suite N-210, Scottsdale, Arizona 85254

of the _____ of _____ in the County of _____ and State of _____, of the first part, for and in consideration of the sum of One Hundred Thirty Two Thousand One Hundred ^(\$132,118.88/100) Dollars, lawful money of the United States, to them paid by The Learning Center Academy, a Michigan nonprofit corporation. of 9930 Burlingame Avenue SW, Byron Center, Michigan 49315

of _____ party _____ of the second part, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do es grant and convey, unto the said party _____ of the second part, its _____ executors, administrators or assigns, all the _____

(See attached Exhibit A)

To Have and to Hold the same unto the said party _____ of the second part, its _____ executors, administrators and assigns, FOREVER. And the said party _____ of the first part, for its _____ heirs, executors and administrators, do covenant and agree to and with the said party _____ of the second part, its _____ executors, administrators and assigns, by made, unto the said party _____ of the second part, its _____ executors, administrators and assigns, against all and every person or persons whatsoever.

In Witness Whereof, _____ have hereunto set _____ hand and seal this _____ day of _____ 2000.

Signed, Sealed and Delivered in Presence of

Patricia M Peters
Patricia M. Peters
Roberta L. Miller
Roberta L. Miller

EQUI-MOR HOLDINGS, INC.

By _____ (L. S.)
TED D. WARREN - V. P.

(L. S.)

(L. S.)

EXHIBIT A

**LIST OF EQUIPMENT AND OTHER PERSONAL PROPERTY
PURCHASED UNDER THE AGREEMENT**

The following modular classroom units of Lessee, whether any of the foregoing is owned now or acquired later, all accessories, additions, replacements, and substitutions relating to any of the foregoing; all proceeds relating to any of the foregoing located on the real property described below.

Equipment/Property	Manufacturer	Serial Number	Date of Delivery	Date of Acceptance
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EXHIBIT A

**LIST OF EQUIPMENT AND OTHER PERSONAL PROPERTY
PURCHASED UNDER THE AGREEMENT**

All equipment of every nature and kind of Lessor wheresoever situated, now or hereafter acquired by the Lessor and all proceeds therefrom, whether cash or non-cash, together with all replacements, or substitutions therefor.

CERTIFICATE OF USE AND OCCUPANCY

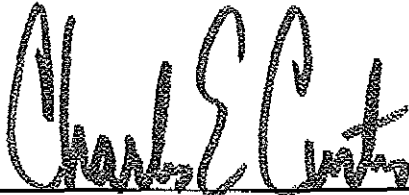
PERMANENT

Michigan Department of Energy, Labor & Economic Growth
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

Building Permit: B030149
Byron Center Charter School
9930 Burlingame SW
Byron Township, Michigan
Kent County

The above named building of Use Group E and Construction Type 5B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division

November 4, 2010